

agreement" made by J. Don & Margaret Thompson to the Citizens and Southern National Bank of South Carolina, S. C. Bank, dated June 22, 1968, and recorded in the office of The Recorder in the County of Greenville, State of South Carolina, on July 1961, Docket 776, at Page 516, has been terminated and the undertakings therein described discharged.

Clarence Hopke asst. V.P. ^{Witness}
 Dianne Weaver
 George H. Lewis

JUL 9 1965

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 REAL PROPERTY AGREEMENT

BOOK 776 PAGE 516

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows:

Recorded in Book 664 Page 283

All that lot of land in the County of Greenville, State of South Carolina, known & designated as Lot No. 218, on a plat of Pleasant Valley subdivision, recorded in plat book P page 114 of the RMC Office for Greenville County, South Carolina, said lot having a frontage of 60 feet on the South Side of Potomac Avenue, a parallel dept of 160 feet and a rear width of 60 feet.

This is the same lot conveyed to grantor by Jesse H. Labham, Jr. by deed recorded August 18, 1958 in deed volume 604 page 280 of the RMC Office for Greenville County and is conveyed subject to building restrictions applicable to Pleasant Valley subdivision recorded in deed book 301 page 60 and 367 page 106.

The grantee herein assumes and agrees to pay that certain mortgage held by Aiken Loan & Security Company in the original amount of \$8200.00 recorded in the name RMC Office for Greenville County in mortgage volume 756 page 93, on which there is a balance due of \$7,833.94/

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Marese Lesfrie x J. Don Thompson
Susan Barras x Margaret L. Thompson

Dated at: Greenville Date

State of South Carolina
 County of Greenville

Personally appeared before me Florence Renfro who, after being duly sworn, says that he saw the within named J. Don Thompson & Margaret L. Thompson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Barras witnesses the execution thereof.

Subscribed and sworn to before me
 this 22 day of June 19 65
Marese Lesfrie (Witness sign here)

Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 Recorded July 1st., 1965 At 9:30 A.M. # 606

SATISFIED AND CANCELLED OF RECORD
 30 DAY OF August 1968
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:15 O'CLOCK A. M. NO. 5199