Sank of South Carolina, as Bank, dated July 5, 1965 and recorded in the office of the Recorder in the Country of Greenirlle, State of South Carolina, on July 16, 1961, Nocket 171, Page 524, has been south Carolina, on July 16, 1961, Nocket 171, Page 524, has been terminated and the undertakings therein described discharged. terminated and the undertakings therein described discharged. The Gittisens and Southern national Bank of SATISFIED AND CANCELLED OF RECORD DAY OF July 1967 Oliv Fasneworth

Sy N. L. Pherigo V

Witness - Frances Lawson Business Lawson Business of Satisfied Octock of M. No. 2796

UUL 16 1965 2135 REAL PROPERTY AGREEMENT

BOOK 777 PAGE 524

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN!. (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:

All that certain piece, parcel or let of land situate, lying and being in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as Let No. 14 on plat of property known as Piney Ridge as shown on Plat recorded in Plat Book CC, at page 11, R.M.C. Office for Greenville County, and being more particularly described according to Survey and Plat by T. C. Adams December 30, 1958, as follows:

The above descrided property being the same conveyed to the Mortgagor by Ethel C. Burry by Deed of even date to be recorded herewith.

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.

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Dated at: Scenwell 7/15/65
State of South Carolina
County of
Personally appeared before me Marion F. Austin who, after being duly sworn, says that he saw the within named sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Flerence Renfree (Witness) witnesses the execution thereof.
Subscribed and sworn to before me
this 28 day of June , 1965 (Witness sign here)
Notary Policy, State of South Carolina
My Commission expires at the will of the Covernor 1965 At 9:30 A.M. # 2135