

Southern National Bank of South Carolina, as recorded in the office of the Recorder in the County of Greenville, State of South Carolina, 12-5 1966, Docket 810 at Page 170, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Frances Lawson
Bill Hughes

By W. F. Austin

SATISFIED AND CANCELED OF RECORD

5 DAY OF Jan. 1970

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 1:00 O'CLOCK P. M. NO. 15049

DEC 5 1966

13927 REAL PROPERTY AGREEMENT

BOOK 810 PAGE 170

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:

All that piece, parcel or lot of land situate, lying and being on the Eastern side of Millbrooke Circle and on the Southern side of Millbrooke Court, Chick Springs Township, County of Greenville, State of South Carolina being known and designated as Lot No. 19 as shown on plat of Pine Knoll Forest, prepared by Carolina Eng. & Surveying Co., dated November 26, 1962, recorded in the RMC Office of Greenville County, South Carolina, in Plat Book XX at page 187, and having the following metes and bounds:

Beginning at an iron pin on the Eastern side of Millbrooke Circle at the joint corner of Lots No. 20 & 19, and running thence with the line of Lot No. 20 N. 66-47 E. 115.6 feet to an iron pin; thence with the line of Lot No. 18 N. 41-0W. 130 feet to an iron pin on the Southern side of Millbrooke Court; thence with the Southern side of Millbrooke Court S. 49-0 89.3 feet to an iron pin thence with the curve of the intersection of Millbrooke Court and Millbrooke Circle, the chord of which is N. 41-0 E. 35.4 feet to an iron pin on the Eastern side of Millbrooke Circle; thence with the Eastern side of Millbrooke Circle S. 40-0 E. 70 feet to the point of beginning.

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 Robert H. McAlister x Robert H. McAlister

Witness Newell Brown x Mary Louise C. McAlister

Dated at: Greenville, South Carolina December 2, 1966

State of South Carolina
County of Greenville

Personally appeared before me G. W. Hugh Brown who, after being duly sworn, says that he saw the within named Robert H. McAlister & Mary Louise C. McAlister sign, seal, and as their act and deed delivered to me the within written instrument of writing, and that deponent with Newell Brown witnesses the execution thereof.

Subscribed and sworn to before me this 2nd day of December, 19 66 Newell Brown (Witness sign here)

Frances Lawson
Notary Public, State of South Carolina
My Commission expires to the will of the Governor
SC-75-R

Recorded December 5th, 1966 at 9:30 A.M. #13927