

SATISFIED AND CANCELLED OF RECORD

27 DAY OF June 1969 Elizabeth Riddle R. M. C. FOR GREENVILLE COUNTY, S. C. AT 4:15 O'CLOCK P. M. NO. 15529

(A) 25

29630 XXXX JUN 11 1969 REAL PROPERTY AGREEMENT

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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

Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, on the eastern side of Montrose Drive (formerly Babb Avenue), in the City of Greenville being the western portion of Lot 37 as shown on a plat of the Estate of Tully P. Babb, recorded in Plat Book QQ at pages 162 and 163 and described as follows:

BEGINNING at an iron pin on the eastern side of Montrose Drive, 488.6 feet north from Cleveland Street, at the corner of Lot 36; thence with the eastern side of Montrose Drive, N 6-50 W. 240.2 feet to a concrete monument at the corner of Lot 38A; thence with the line of said lot N. 83-12-E. 200 feet to an iron pin; thence S. 6-50 E. 244.1 feet to iron pin in the line of Lot 36; thence with the line of Lot 36 S. 84-17 W. 200 feet to the point of beginning.

Subject however to an easement five feet in width along the southern line of the property for the installation of a sewer line.

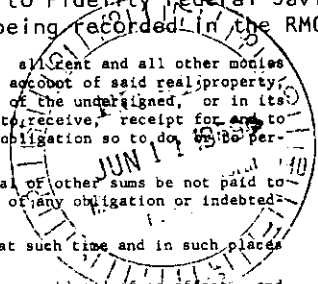
The grantee assumes and agrees to pay the balance due on a mortgage to Fidelity Federal Saving and Loan Assoc the principal bal. being \$36,500. the said mortgage being recorded in the RMC Office for Greenville Office in Mortgage Book 974 at page 372

and hereby irrevocably authorize and direct all lessees, record 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 [Signature] x [Signature]

Witness John William Hughes x Lela Mae Caudell

Dated at: Greenville, S.C. 6-9-69 Date

State of South Carolina County of Greenville

Personally appeared before me M.F. Austin who, after being duly sworn, says that he saw the within named Lowry J. Caudell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with John William Hughes witnesses the execution thereof.

Subscribed and sworn to before me this 9 day of June, 1969 Dianna R. Weaver (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor 5-1-78

Recorded June 11, 1969 at 9:30 A.M., #29630.