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

- 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 those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property scribed below, or any interest therein; and (other than
- 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 parcel, tract or lot of land, lying on north side of Mountain Creek and about four chains from it, being in Chick Springs Township, County and state aforesaid, adjoining lands of Gordon Bridwell on the north, lands of theron Flynn Estate on the east, other lands of the assignor on the south, and lot of Josephus Goodwin on the west, and having the following metes andbounds:

For futher information see Vol. 191 Page 122 dated Jam 9, 1937.

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.
- 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 x Milliam Haubury
Witness Halera W. Kerke xx Lulgenia a Hanker
Florence H. Remfroe 14/16/65
State of South Carolina
County ofGreenville
the within named William the within named William the within named William the within named within sign, seal, and as where
act and deed deliver and within Firem instrument of writing, and that deponent with Florence H. Renfroe
Subscribed and sworm to before med
Subscribed and avoration befole med to the left of the series of the ser
William Governor
sc-73-R Recorded April 22nd., 1965 At 9:30 A.M. # 29452

The Citizens and Southern national Bank of South Gard rational banking association, hereby certified that that greenent entitled "Real Property agreement" made by I tawkins and Leugenia Hawkins to The Citizens and National Bank of South Carolina, as Bank, dated 4/ 4/16/6 recorded in the office of the Recorder in the Gounty of kie state of South Gardina, on 4-22-1965, Nocket 771 at page that has been terminated and the undertakings Therein descri Me lischarged. The Citizens and Southern national Bank of South Carolina SAMSFIED AND CANCELLED OF RECORD

J. Clarince Hopke asst. V. Pris.

14 DAY OF may Witness Frances Lawson tarnsworth