BOOK 781 PAGE 468

In consideration of such loans and indebtedness as shall be made by or 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 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 e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property de-bed 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 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 lot of land situate, lying and being on the Southwestern side of Emile Avenue near the City of Greenville, County of Greenville, State of South Carolina, being known and disignated as Lot No. 20 and a fifteen (15) foot strip lying Southeast and adjacent thereto, as shown on a plat prepared by R. E. Balton, Engineer, dated September, 1924, entitled Property of American Bank and Trust Company, recorded in the R.M.C. Office for Greenville County, South Carolina in Plat Book F at page 254, and having according to said plat and also according to a more recent plat prepared by J. Q. Bruce, dated August 16, 1958, the following metes and bounds:

BEGINNING at an iron pin on the Southwestern side of Emile Avenue at the joint front corner eof Lots Nos. 20 and 22, and running thence along the line of Lot No. 22 S. 49-58 W. 175.4 feet to an iron pin; thence S. 40-26 E. 90 feet to a point in the center of a thirty (30) foot unnamed street (sometimes referred to as Turner Street), which was never opened, but abandoned; thence along the center of said unopened street N. 49-58 E. 175.5 feet to an iron pin on the Southwestern side of Emile Avenue;  $\mid$  thence with the Southwestern side of Emile Avenue N. 40-30 W. 90 feet to the beginning corner.

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 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
  - 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, legates, devises, 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 Chinter X, Caleman
Witness X ann Coleman
Dated at: Sheeswille, S. G. 9-165
State of South Carolina County of Anaxille
Personally appeared before me ANGERT 2. 1-10/- who, after being duly sworn, says that he saw
the within named OLINTON) H & ANN COLEMAN sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that dependent with  witnesses the execution thereof.  MARION F. AUSTIN  (Witness)
Subscribed and sworn to before me this day of the sworn to before me
Notary Public, times of Bouth Carolina
My Commission expires the will of the Governor sc-75-R Recorded September 7th., 1965 At 9:30 A.M. # 7599

South Carolina, The Citizens and Southern National Bank national banking association, hereby certifies that that certain agreement entitled "Real Property agreement" made by Chinton A. Coleman & ann Coleman to The Citizens and Southern The Citizens and Southern national Bank of South Carolina; as Bank, dated 9/2/65, recorded in the office of the Recorder in the County of reenville, State of South Carolina on 9/7/65, Docket at Page 468, has been terminated and the undertaken therein described discharged.
The Citizens and Southern National Bank of South Carolina.
By Charles D. Stilwell Loan Officer SATISFIED AND CANCELLED OF RECORD Witness Frances Lawson David Sloan 2 DAY OF Oct. 1967 Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C. AT <u>9:30</u> O'CLOCK <u>A</u> M. NO.<u>9646</u>