

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

19 of Feb. 1968

The Citizens & Southern National Bank of South Carolina

By: J. Clarence Hopkins asst. V. Pres.

Witness: Frances Lawson

Witness: E. Parker Butts

SATISFIED AND CANCELLED OF RECORD

21 DAY OF Feb. 1968

Ollie Farnsworth

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

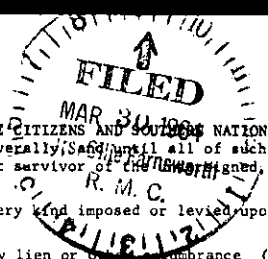
AT 9:30 O'CLOCK A. M. NO. 22045

1.25

MAR 30 1964

27622

REAL PROPERTY AGREEMENT



BOOK 745 PAGE 354

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

- 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
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or 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
- 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 lot of land, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 5 of Section A of Gower Estates according to a plat thereof prepared by Dalton & Neves, Engineers, January 1960 and recorded in the R.M.C. Office for Greenville County in Plat Book QQ, at Pages 146 and 147 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwestern side of Winfield Road at the joint corner of Lots Nos. 4 and 5; running thence along the joint line of Lots Nos. 3, 4 and 5, S. 31-42 W. 212 feet to an iron pin in the rear line of Lot No. 3 at the joint corner of Lots Nos. 5 and 6; thence along the joint line of said lots, N. 74-17 E. 203.9 feet to an iron pin on the western side of said Winfield Road, joint front corner of Lots Nos. 5 and 6; thence along the western side of said road, N. 15-50 W. 22 feet to an iron pin; thence continuing with the curve of said Winfield Road, the chord of which is N. 26-18 W. 66 feet to an iron pin; thence continuing still with the curve of said Winfield Road, the chord of which is N. 47-40 W. 66.8 feet to the point of beginning;

being the same conveyed to David W. Balentine by Conyers & Gower, Inc. by its deed dated May 15, 1961 and recorded in the R.M.C. Office for Greenville County in Deed Vol. 682, Page 183.

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 Nina L. Moore x James L. Sanderson

Witness Ronna Dacus x Jean B. Sanderson

Dated at: Greenville March 25, 1964

State of South Carolina County of Greenville

Personally appeared before me Nina L. Moore who, after being duly sworn, says that he saw the within named James L. and Mrs. Jean B. Sanderson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ronna Dacus witnesses the execution thereof.

Subscribed and sworn to before me this 25th day of March, 1964 Nina L. Moore (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded March 30, 1964 At 9:30 A.M. # 27622