

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

SATISFIED AND CANCELLED OF RECORD

9 of May 1967

11 DAY OF May 1967

The Citizens & Southern National Bank of South Carolina

Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 27367

By: W. L. Phurigo

Witness: Frances Lawson

Witness: Kay C. Hill

MAY 15 1964

32473

REAL PROPERTY AGREEMENT

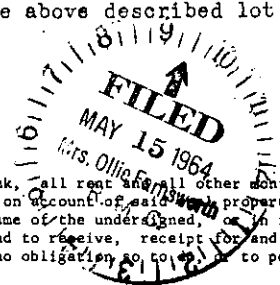
BOOK 749 PAGE 130

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 certain piece, parcel or lot of land in the State of South Carolina, County of Greenville, lying on the southeastern side of Lake View Drive (formerly Putman Road) near the city of Greenville, being shown as a portion of lot 25, Farr Estates plot of which is recorded in plot of the property of Truman H. Mullinax. Prepared by J. C. Hill, dated Feb. 2, 1960 and according to said plat being more particularly described as follows: Beginning at an iron pin on the southeastern side of Lake View Drive at the front corner of lot 24 and running thence with the line of said lots 30-30E 676 ft. to a point in a branch thence with the branch as the line in a general Northeasterly direction 90 ft. to a point in the rear line of lot 25, thence through said lot, N-30-30-W 678 ft. to an iron pin on the southeastern side of Lake View Drive which pin is 307-5 Ft. southeast of the intersection of said drive with Haynesworth Road thence with the southeastern side of said Drive S-61-50W, 90 ft. to the beginning being the same conveyed to the grantors by deed recorded in deed Book 361 Page 47 also the grantors one half interest in that 15 ft. alley lying along the eastern side line of the above described lot and extending southward from Lake View Drive 300 ft. more or less.



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 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, 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: Virgil C. Jones x Truman H. Mullinax

Witness: [Signature] x Equa C. Mullinax

Dated at: Greenville, S-14-64 Date

State of South Carolina

County of Greenville

Personally appeared before me Virgil C. Jones who, after being duly sworn, says that he saw the within named Truman H. Mullinax sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion J. [Signature] witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of May, 1964 Virgil C. Jones (Witness sign here)
Reba G. McCoy
Notary Public, State of South Carolina.
My Commission expires at the will of the Governor