

the Lien of this instrument is satisfied this

3 of October 1968

The Citizens & Southern National Bank of South Carolina

By: J. Clarence Hopke Asst. V. Pres.

Witness: Francis Lawson

Witness: E. Parker Suttles

SATISFIED AND CANCELLED OF RECORD

4 DAY OF Oct. 1968

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

AT 10:00 O'CLOCK A. M. NO. 8350

8417 SEP 17 1964 REAL PROPERTY AGREEMENT

BOOK 757 PAGE 502

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 with the improvements and building thereon lying and being at the South westerly corner of the intersection of Smythe Ave. and Whitin Street near the city of Greenville, South Carolina and being designated as lot # 111 section 4 on the plat of Dunean Mills as recorded in the R.M.C. Office of Greenville County, South Carolina in plat Book 3 pages 172 thru 177 and having according to said plat the following metes and bounds to wit: BEGINNING at an iron pin at the South westerly corner of Smythe Ave. and Whitin Street and running thence along the westerly side of Smythe Ave. S 7-30 W 75.7 feet to an iron pin joint front corner of lot 111 & 112 thence along the common line of said lot N 77-07 W 140 feet to an iron pin thence along the line of lot 110 N 15-14 E 104.7 feet to an iron pin on the Southerly side of Whitin Street thence along said Street S 64.016 E 132.2 feet to and iron pin the point of BEGINNING.

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 Jean L. Moyd x Hugh M. Whitt
Witness Jean F. Buland x Eunice S. Whitt

Dated at: Greenville, South Carolina 9/11/64 Date

State of South Carolina

County of Greenville

Personally appeared before me Dan L. Moyd who, after being duly sworn, says that he saw the within named Hugh M. Whitt Eunice S. Whitt sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jean F. Buland witnesses the execution thereof.

Subscribed and sworn to before me this 11th day of September 1964 Dan L. Moyd (Witness sign here)

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

SC-75-R

Recorded September 17th., 1964 At 9:30 A.M. #8417