

document recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on March 17, 1965, Book 769, at Page 326, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Dianne Weaver
Frances Lawson

By J. Clarence Hopke att. v. p.

25901 MAR 17 1965 REAL PROPERTY AGREEMENT X X H BOOK 769 PAGE 326

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 or 1 nd in the county of Greenville, Greenville Township, State of South Carolina being ~~AN~~ known and designated as Lot no. 140, according to a plat of the property of J.F. Rosson and plat made by Dalton rd Nevas, April 1931 and recorded in the EMC Office for Greenville County in the plat Book H at pages 185 and 186 and having, according to said plat, the following metes and bounds to wit:

BEGINNING at an iron pin on the Northern side of East Decatur Street at the joint front corner of Lots Nos. 141 and 140 and running thence along the line of Lot No. 141 N 28-20 W 150.7 feet to an iron pin at the rear corner of Lot No. 141, thence along the rear line of Lot No. 132 S 55-57 W 60 feet to an iron pin at the rear corner of Lot No. 139 S 28-20E 150.7 feet to an iron pin on the Northern side of East Decatur Street thence, along the Northern side of East Decatur Street N 55-57 E 60 feet to an iron pin at 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 Dan L. Moyed x Grady E. Smith
Witness Jean F. Boland x Mattie Smith

Dated at: Greenville, S. C. 3-16-65
Date

State of South Carolina

County of Greenville

Personally appeared before me Dan L. Moyed who, after being duly sworn, says that he saw

the within named Grady E. Smith and Mattie Smith sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Jean F. Boland

witnesses the execution thereof. Jean F. Boland

Subscribed and sworn to before me

16 day of March, 1965 Dan L. Moyed
(Witness sign here)

Notary Public for South Carolina
My Commission Expires at the will of the Governor
sc-75-R

Recorded March 17th., 1965 At 9:30 A.M. # 25901

SATISFIED AND CANCELLED OF RECORD
17 DAY OF April 1969
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A M. NO. 24806