

Southern National Bank of South Carolina, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 7-26 1965, Book 778 at Page 378, has been terminated and the undertakings therein described discharged.
The Citizens and Southern National Bank of South Carolina
Witness Frances Lawson By J. William Hughes

1.25 JUL 26 1965
2937 REAL PROPERTY AGREEMENT XXXX BOOK 778 PAGE 378

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. Heretby 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 lot of land lying on the northeastern side of Fenwick Lane, near the City of Greenville, County of Greenville, State of South Carolina, shown as Lot No. 26 on a plat of Fenwick Heights, Section One, recorded in the R. M. C. Office for Greenville County in Plat Book QQ at Page 44, and being further described according to said plat, as follows:

Beginning at an iron pin on the northeastern side of Fenwick Lane, at the joint front corner of Lots Nos. 26 and 27, and running thence with line of Lot No. 27, N. 35-54 E. 323 feet, more or less, to an iron pin in right-of-way of Duke Power Company; thence N. 35-46 W. 73.8 feet to iron pin; thence S. 48-43 W. 383.5 feet to iron pin on the northeastern side of Fenwick Lane; thence with the northeastern side of Fenwick Lane S. 61-12 E. 156.1 feet to the beginning corner.

Being the same property conveyed to the grantor by deed recorded in Deed Book 676 at Page 60.

The premises herein above described are subject to an easement to Duke Power Company for an electric power transmission line.

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 Buck Michel x Dennis C. King
Witness Virginia F. Whittier x Dorothy J. King
Dated at: _____ 7/17/65 _____
Date

State of South Carolina
County of Greenville

Personally appeared before me Buck Michel, who, after being duly sworn, says that he saw the within named Dennis C. & Dorothy J. King sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Virginia F. Whittier witnesses the execution thereof. _____ (Witness)

Subscribed and sworn to before me this 26th day of July, 1965 x Buck Michel (Witness sign here)
Ollie Farnsworth

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded July 26th., 1965 At 3:13 P.M. # 2937
sc-75-R

SATISFIED AND CANCELLED OF RECORD
20 DAY OF Nov. 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 3:30 O'CLOCK PM. NO. 12167