BOOK 785 PMIN 302

FILED

NOV 2 1965 Mrs. Offic Farnsworth

In consideration of such loans and indebtadness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Benk") 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 e 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

, State of South Carolina, described as follows: Greenville

Plat of land of Miss L. L. Marchant and Mrs. Nannie M. Zimmerman, dated April 1st, 1908, and described as follows:

Lot #11, beginning at a point on cross unnamed Street running from Park Avenue, and running thence with the line of lots 1, 2 and 3 parallel to Park Avenue, 164 ft. 2 inches to pin; thence with lots 12 and 13, a distance of 132 feet to a pin; thence 194 feet with lots 21 and 22 to pin on said cross street; thence with the cross Street 72 feet to the beginning corner, containing .457 of an acre, more or less, conveyed to J. W. Taylor be deed recorded in Vol. 44, page 640. (OTTIO)

R. M. C. and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other honies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of that of the undersigned, 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 suthorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.
- 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, isgatees, devisess, administrators, executors, successors and until then it shall apply to and bind the undersigned, their heirs, isgatees, devisess, 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 unpsid 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.

continuing force of this agreement and any person way and to make the first of the	
WILLIES Gater Hunt x Charles R Jundsey	
Robert Hickory	
Witness Mary Burns x Barbora Lindsey	
Dated at: Greer, South Carolina 10/26/65 Date	
State of South Carolina  County of Greenville  Lagd LEE Faylor	
County of	
Personally appeared before me Parsy Hunt who, after being duly sworn, says that he	
the within the Charles R. and Barbara Lindsey and Loyd Lee Taylor sign, seal, and as the	eir
act and deed deliver the within written instrument of writing, and that deponent with Mary Burns (Witness)	—
vitnesses the execution thereof.	
Subscribed and Supre to Sefore me	
this 26ther of October , 1965	
Williess and in South Carolina	
My Commission explicate at the will of the Governor	
My Commission explicate the will of the Governor Recorded November 2nd., 1965 At 9:30 A.M. # 13591	

The Citizens and Southern national Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property agreement "made by Charles R. Lindsey + Barbara Lindsey to The Citizens and Southern national Bank of South Carolina, as Bank, dated 10/26/65, and recorded in the office of the Recorder in the Country of Greenville, State of South Carolina, on nov. 2, 1965, Docket 785 at Page 302, has been terminated and the undertakings therein described itizens and Southern national Bank of South Carolina
Physica Inst. Loan officer SATISFIED AND CANCELLED OF RECORD discharged. The Citiz