

10 of April 1968
 The Citizens & Southern
 National Bank of South Carolina
 By: J. Clarence Hopke asst. V. Pres.
 Witness: Frances Lawson
 Witness: E. Parker Butler

SATISFIED AND CANCELLED OF RECORD
 15 DAY OF April 1968
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:45 O'CLOCK A. M. NO. 26659

① 1.25 OCT 28 1964 REAL PROPERTY AGREEMENT BOOK 760 PAGE 406

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, lying and being on the west side of White Horse Road near the city of Greenville,, State of South Carolina, and known and designated as a portion of Lot No. 10, Tract 2 of the estate of John B. Marshall, which plat is recorded in R.M.C. office for Greenville County in Plat Book J at pages 132 and 133, also shown as property of Joseph R. Richard on plat recorded in R.M.C. office for Greenville County in Plat Book TT at Page 131, being more exactly described with metes and bounds in said plats and in deed to grantor of this instrument from W. E. Shaw, and recorded in Deed Book 645 at page 362 in the R.M.C. office for Greenville County, and dated February 29, 1960. This property is also and otherwise designated as No. 3915 White Horse Road, Greenville, S. C.

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 N. C. Long x Joseph E. Richard
 Witness C. R. Tucker x Marie V. Richard

Dated at: Greenville, S. C. October 20, 1964
Date

State of South Carolina

County of GREENVILLE

Personally appeared before me N. C. Long

who, after being duly sworn, says that he saw

the within named Joseph E. and Marie V. Richard sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with C. R. Tucker

witnesses the execution thereof. C. R. Tucker
(Witness)

Subscribed and sworn to before me

this 20th day of October, 19 64

N. C. Long
(Witness sign here)

Blair H. Wallace
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

sc-75-R Recorded October 28th, 1964 at 2:30 P.M. #12621