

hereby certifies that the within and
C. R. Tyner and Addie P. Tyner
 Southern National Bank of South Carolina, as Bank, do hereby certify that the within and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Feb. 5 1965, Book 767 at Page 48, has been terminated and the undertakings therein described discharged.
 The Citizens and Southern National Bank of South Carolina
 Witness *Frances Lawson*
George W. ...
C. Parker Butler Int. Loan Officer
 RECORDED AND CANCELLED OF RECORD
 7 DAY OF March 1969
Oliver Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:00 O'CLOCK A.M. NO. 21050

FEB 5 1965 22177 XX + X 24 REAL PROPERTY AGREEMENT BOOK 767 PAGE 48

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

- 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
- 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
- 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 lot of land on the southwest side of Creek Shore Drive, near the City of Greenville, in Gantt Township, in the County of Greenville, South Carolina, being shown as Lots 87 and 88 on plat 2, Section 1, of Fresh Meadow Farms, made by J. C. Hill, Surveyor, October 1, 1950, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book Y, Page 55, and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southwest side of Creek Shore Drive, at joint front corner of Lots 86 and 87 and running thence along the line of Lot 86, S. 9-05 W. 209.5 feet to an iron pin; thence N. 80-55 W. 109.5 feet to an iron pin; thence N. 37-25 W. 96.1 feet to an iron pin; thence N. 9-40 E. 202.5 feet to an iron pin on the southwest side of Creek Shore Drive; thence with Creek Shore Drive, S. 38-13 E. 50 feet to an iron pin; thence still with Creek Shore Drive, S. 81-05 E. 105 feet to an iron pin; thence continuing along Creek Shore Drive, S. 80-55 E. 40 feet to the beginning corner,

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.

- 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.
- 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.
- 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 *Florence H. Renfroe* x *C. R. Tyner*
 Florence H. Renfroe
 Witness *Susan L. Barras* & *Addie P. Tyner*
 Susan L. Barras
 Dated at: February 2, 1965 Greenville, South Carolina
 Date

State of South Carolina
 County of GREENVILLE

Personally appeared before me Florence H. Renfroe who, after being duly sworn, says that he saw the within named *C. R. Tyner* and *Addie P. Tyner* sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan L. Barras witnesses the execution thereof.
 (Witness)
 (Borrowers)
 (Witness)

Subscribed and sworn to before me this 2nd day of February, 1965
Martha Ann Cheves
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor
 Recorded February 5th., 1965 At 9:30 A.M. # 22177
 (Witness sign here)
 Florence H. Renfroe