

SATISFIED AND CANCELLED OF RECORD

12 DAY OF Oct. 1966

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A. M. NO. 9780

For Termination of Real Property Agreement See Deed Book 887 Page 436

MAY 10 1965

31227 REAL PROPERTY AGREEMENT

BOOK 773 PAGE 41

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, 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 lot of land situate on the Northwestern side of Club Drive in Greenville Township, Greenville County, State of South Carolina, being all of Lot 16 and a portion of Lot 15 on a plat of the property of Greenville Motor Boat Club, and shown as Lot 2 on a more recent plat of the Property of Beverly T. Whitmire made by J. Mac Richardson in November, 1956, and having according to said plat the following metes and bounds:

BEGINNING at an iron pin on the Northwestern side of Club Drive at the joint front corner of Lots 1 and 2 and running thence with the line of Lot 1, N. 49-48 W. 219-feet to a pin on high water mark of Saluda River; thence with the high water mark line of Saluda River, the chords of which are: S. 25-23 W. 48 feet; S. 22-21 W. 155 feet to a pin; thence S. 57-09 E. 189 feet, more or less, to a pin on Club Drive; thence with the Northwestern side of Club Drive, N. 43-20 E. 37.5 feet to an iron pin; thence continuing N. 32-05 E. 140 feet to the point of beginning.

It is understood that this conveyance is subject to an existing easement running across the front of said Lot 18 feet in width as shown on last mentioned plat.

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 Marion F. Austin X Eddie E. Bridges

Witness Robert L. Pence X Martha J. Bridges

Dated at: Greenville Date 4-28-65

State of South Carolina

County of Greenville

Personally appeared before me MARION F. AUSTIN who, after being duly sworn, says that he saw

the within named EDDIE E. & MARTHA J. BRIDGES sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with ROBERT L. PENCE

witnesses the execution thereof.

Subscribed and sworn to before me

this 28 day of April 1965

Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded May 10th., 1965 At 9:30 A. M. # 31227