

Richard C. Orr & Jacqueline E. Orr to the Citizens and Southern National Bank of South Carolina, as Bank, dated 11-19 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 11-23 1965, Book 786 at Page 462, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Francis Lawson
David Sloan

By H. Dean Hudson

SATISFIED AND CANCELLED OF RECORD

6 DAY OF Dec. 1968

Oliver Farnsworth
NOTARY PUBLIC FOR GREENVILLE COUNTY, S. C.

AT 9:15 O'CLOCK A. M. NO. 13733

15617

NOV 23 1965 X X X X
REAL PROPERTY AGREEMENT

BOOK 786 PAGE 462

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 piece, parcel or lot of land situate lying and being in the City of Greenville, County of Greenville, State of South Carolina on the Southeast corner of the intersection of Augusta Road and Club Drive, and being known and designated as Lot No. 65 and a portion of Lot No. 66 as shown on plat entitled "Property of Ables & Rasor", dated September 1919, prepared by Fitzpatrick-Terry Co. Engineers, recorded in the R.M.C. Office for Greenville County in Plat Book E at page 153 and having according to a more recent plat entitled "Property of W. E. Payne and Jack B. Payne" dated March 1955, prepared by R. W. Dalton, recorded in the R.M.C. Office in Plat Book III at page 7, the following metes and bounds:

BEGINNING at an iron pin at the Southeast corner of the intersection of Augusta Road and Club Drive and running thence along the Eastern side of Augusta Road S. 14-38 E. 77.88 feet to an iron pin; thence N. 66-05 E. running to, with and beyond the southern edge of a wall 193.2 feet to an iron pin on the Western edge of a 10 foot alley; thence with the Western edge of said alley N. 16-38 W. 79.84 feet to an iron pin on the Southern side of Club Drive; thence along the Southern side of Club Drive S. 65-30 W. 190.3 feet to the point of beginning.

This is the identical property conveyed to the grantor by deed of E. Inman, Master dated February 14, 1964 and recorded in the R. M. C. office for Greenville County in Deed Book 742 at page 263.

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 Billy J. Silver X

Richard C. Orr

Witness Jacqueline E. Orr X

Jacqueline E. Orr

Dated at: Greenville November 19, 1965
Date

State of South Carolina
County of Greenville

Personally appeared before me Billy J. Silver (Witness) who, after being duly sworn, says that he saw the within named Richard C. & Jacqueline E. Orr (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marion F. Austin (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 19 day of Nov, 1965
Keefe M. Kelcup (Witness sign here)

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

sc-75-R Recorded November 23rd., 1965 At 9:30 A.M. # 15617