

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, with buildings and improvements thereon, situate on the northerly side of James Drive, near the City of Greenville, Greenville County, South Carolina, known and designated as Lot No. 7 on a plat of Orderest Park, Plat recorded in RMC Office for said county and State in Plat Book S at page 109, said lot fronting 65 feet on the northerly side of James Drive and having a depth of 160 feet on the easterly side and having a depth of 160 feet on the westerly side, and 65 feet across the rear.

As a part of the consideration for this conveyance, Grantees assume and agree to pay the balance due on that certain mortgage held by C. Douglas Wilson and Company dated October 16, 1950, and assigned on October 16, 1950 to the Life Insurance of Georgia; said mortgage being recorded in the RMC Office for Greenville County, South Carolina, in mortgage book 480 at page 119; the said balance on said mortgage being at this time \$7,580.47. The following items, i.e. 7 piece anor set, screen porch curtains and venetian blinds are to be considered as part of the improvements therein and are covered to the Grantee as a part of this conveyance.

The signature of the Grantor, Albert C. Lavelly, affixed by his attorney in fact, Ruth Margaret Lavelly, acting under and by virtue of the authority vested in her by power of attorney executed and delivered by Albert Lavelly September 4, 1957 and recorded in the RMC Office for Greenville County, South Carolina in Deed Book 586 at page 217,

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 Shelton Dalk x Boyd Lyn Murphy

Witness Patricia Stephens x Christine B. Murphy

Dated at: Greenville, S.C. Dec. 28, 1965

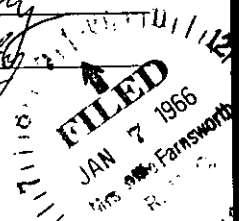
State of South Carolina
County of Greenville

Personally appeared before me Shelton Dalk who, after being duly sworn, says that he saw the within named Boyd Lyn and Christine B. Murphy sign, seal, and as their act and deed delivered the within written instrument of writing, and that deponent with Shelton Dalk witnesses the execution thereof.

Subscribed and sworn to before me
the 28 day of December, 1965
Shelton Dalk
(Witness sign here)

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

Recorded January 7th., 1966 At 9:30 A.M. # 20149



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 Boyd Lyn and Christine B. Murphy to The Citizens and Southern National Bank of South Carolina, as Bank, dated Dec. 28, 1965, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Jan. 7, 1967, Book 789, at page 438, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina
By W. L. Pherigo
Witness - Frances Lawson
Florence Renfro

SATISFIED AND CANCELLED OF RECORD
31 DAY OF January 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.