

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:  
Situate, lying and being near the eastern limits of the City of Greenville, in the County and State aforesaid, as shown on a plat of the property of Fred Chapman, dated August 23, 1960, by Ethan C. Allen, R. L. S., and being a portion of Lots designated as 1 and 2 of Block A of Jefferson Heights as shown on plat recorded in Plat Book C at pages 34 and 35 in the R.M.C. Office for said County, and said Lots 1 and 2 are now designated in the Block Book Department of the Auditor's Office as being in Tax District 500-200-09-48; and being more particularly described as follows:

BEGINNING at an iron pin at the corner of Rebecca and Dime Streets as shown on the plat and running thence N. 81 - 40 E. 27.9 feet along said Dime Street to an iron pin; thence S. 0 - 07 E. 51 feet to an iron pin in the line of Lot No. 3; thence S. 81 - 40 W. 28.8 feet along the line of Lot No. 3 to an iron pin on Rebecca Street; thence N. 0 - 57 E. 51 feet along Rebecca Street to the point of beginning.

FOR derivation see Deed Volume 145 at page 337 in the Office of the R. M. C. for Greenville County and Apartment 721, file 2 in the Office of the Probate Judge for Greenville County.

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 Wm J. Pherigo x Fred D. Chapman

Witness Kay C. Hill x Celia M. Chapman

Dated at: Greenville May 17, 1967  
Date

State of South Carolina  
County of Greenville

Personally appeared before me William L. Pherigo who, after being duly sworn, says that he saw the within named Fred D. Chapman and Celia M. Chapman sign, seal, and as their act and deed, deliver, the within written instrument of writing, and that deponent with Kay C. Hill witnesses the execution thereof.

Subscribed and sworn to before me this 17th day of May, 1967. Wm J. Pherigo (Witness sign here)

William L. Pherigo  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
SC-75-R

Recorded May 19th., 1967 At 9:15 A.M. # 28120

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 Fred & Celia Chapman to The Citizens and Southern National Bank of South Carolina, as recorded May 17, 1967, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on May 19, 1967, Docket 820 at Page 148, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Dianne Weaver By J. Clarence Hopke, Asst. V.P.  
Frances Lawson

SATISFIED AND CANCELLED OF RECORD  
25 DAY OF June 1967  
Ullis Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:00 O'CLOCK A.M. NO. 30915