

11-27 1967, Book 833 at Page 336, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina

Witness Francis Lanson
Bibbie Parker

By J. Williams Hughes

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14999

BOOK 833 PAGE 336

REAL PROPERTY AGREEMENT

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 in Chick Springs Township, County of Greenville, State of South Carolina, about seven miles North from Greenville, S. C., on the Southern side of the Paris Mountain Road, and being shown as all of lot number one on a plat of property made for C. B. Dempsey by Carolina Eng. & Surveying Service, dated September 20, 1960, which plat has been heretofore recorded in the Greenville County R. M. C. Office and has the following metes and bounds according to said plat, to-wit:

Beginning at a nail and stopper in the center of the said road at the corner of other property of the within grantors (iron pin set off 25 feet on the southern side of road) and runs thence S. 50-38 E., 472.4 feet ~~acrossing~~ Duke Power Right of Way, to an iron pin; thence S. 48-30 W. 100 feet to an iron pin at the rear corner of Lot No. 2; thence N. 50-30 W. 436 feet as the common line of lot Nos. 1 and 2 to a nail and stopper in the center of the said road (iron pin set off 25 feet on southern bank); thence N. 27-30 E. 100 feet along the center of the said road to the beginning corner.

This is a part of the same property conveyed to the within grantors by Rena L. Perry.

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 W. F. H. x William Stanley White

Witness Francis Lanson x Mollie B. White

Dated at: Greenville Nov 21, 1967
Date

State of South Carolina

County of Greenville

Personally appeared before me Marion J. Aubrey (Witness) who, after being duly sworn, says that he saw the within named William Stanley White and Mollie B. White (Borrowers) sign, seal, and as their act and deed, deliver the within written instrument of writing, and that deponent with Francis Lanson (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 21st day of November, 1967 W. F. H. (Witness sign here)

Marion J. Aubrey
Notary Public, State of South Carolina
My Commission Expires on the 21st of the 1968

SC-75-R January 1, 1971 Recorded November 27, 1967 At 9:30 A.M. # 14999

SATISFIED AND CANCELLED OF RECORD
16 DAY OF Dec. 1970
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:00 O'CLOCK P. M. NO. 14101