

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. Herby 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

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or tract of land in Gantt Township, Greenville County, South Carolina, being known and designated as Lot 4 on a plat of Property of Maggie Mae Lampe Gancedo prepared by W. J. Riddle, Surveyor, May, 1949, and recorded in the R. M. C. Office for Greenville County in plat book II at page 183 and having according to said plat the following metes and bounds, to wit:

BEGINNING at a point on the western edge of U.S. Highway 29 at the joint front corner of Lots 4 and 5 and running thence along the Western edge of said Highway N. 0-08 W. 75 feet to a point; thence along a line of Lot # 3 S 84-52 W 162 feet to a point; thence S. 19-40 E. 77 feet to a point; thence along a line of Lot 5 N. 84-52 E. 137.3 feet to the point of beginning, and being a portion of the tract of land conveyed by Ellison A. Smyth and E. Smythe Black to Maggie Mae Thrift now Maggie Mae Gancedo by Deed dated October 26, 1935, and recorded in said R. M. C. Office in Deed Book 182 at page 107

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 Charles Suth x George M. Green
Witness Frances Lawson x Valeria J. Green

Dated at: Greenville 2-6-68 Date

State of South Carolina

County of Greenville

Personally appeared before me E. Parker Suth who, after being duly sworn, says that he saw

the within named George M. & Valeria J. Green sign, seal, and as their

act and deed, deliver the within written instrument of writing, and that deponent with Frances Lawson

witnesses the execution thereof (Witness)

Subscribed and sworn to before me

this 10th day of February, 1968

Notary Public, State of South Carolina

My Commission expires 1-1-71 of the Governor

sc-75-R

Recorded February 8th., 1968 At 9:30 A.M. # 20955

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 George M. & Valeria J. Green to The Citizens and Southern National Bank of South Carolina, as Bank, dated 2-6-1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 2-8-1968, Docket 837 at Page 398, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina Witness Frances Lawson By J. Clarence Hopke M. J. Austin

SATISFIED AND CANCELLED OF RECORD 19 DAY OF March 1971 Ollie Jamnarth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 3:00 O'CLOCK P. M. NO. 21767