

A.G. McConnell & Dorothy C. McConnell to The Citizens and Southern National Bank of South Carolina, as Bank, dated 7-31 1968, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on 8-1 1968, Book 849 at page 458, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina  
Witness Frances G. Lawson By M.F. Austin L.L.O.  
Debbie Parker

② 1.25 XXXX  
AUG 1 1968

2781  
REAL PROPERTY AGREEMENT

BOOK 849 PAGE 458

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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, in Chick Springs Township, being shown as two unnumbered lots on a preliminary plat made for M. C. Green in July 1944, by R. E. Dalton, recorded in Plat Book O, Page 119, and being known as Lot no. 12 of a resurvey dated January, 1948, recorded in Plat Book W, page 5, and having, according to said last mentioned plat, the following metea and bounds, to-wit:

BEGINNING at an iron pin on the northern side of Davis Avenue (now Stadium Drive) at corner of this lot and unnumbered lot on resurvey, which iron pin is 135 feet from the northwest intersection of Davis Avenue (now Stadium Drive) and Rutherford Road; thence along Davis Avenue (now Stadium Drive) N. 59-10 W. 210 feet to an iron pin; thence leaving said street and running N. 30-50 E. 240 feet to an iron pin; thence S. 59-10 E. 210 feet to and iron pin; thence S. 30-50 W. 240 feet, more or less, to iron pin on Davis Avenue (now Stadium Drive) the beginning corner.

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 Paul J. Gilstrap x H. E. McConnell  
Witness Dan L. Moyd x Dorothy C. McConnell

Dated at: Greenville 7-31-68  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Paul J. Gilstrap who, after being duly sworn, says that he saw the within named H. E. McConnell and Dorothy C. McConnell sign, seal, and as their act and deed deliver the within-written instrument of writing, and that deponent with Dan L. Moyd witnesses the execution thereof.

Subscribed and sworn to before me  
this 31 day of July, 1968  
Donna R. Weaver (Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Recorded August 1, 1968 At 9:45 A.M. # 2781  
SC-75-R 5-1-78

SATISFIED AND CANCELLED OF RECORD  
19 DAY OF May 1971  
Oliver Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 12:00 O'CLOCK P.M. NO. 27524