

AUG 22 1966

5131 REAL PROPERTY AGREEMENT

BOOK 804 PAGE 378

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...

- 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...
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned...

Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or tract of land, containing 4.1 acres, more or less, situate, lying and being in Butler Township, Greenville County, State of South Carolina, on the East side of the Forrester Road...

Being the identical property conveyed to the Grantor by deed of Hilliard Baldwin, et al dated August 1, 1950, recorded in the said R. M. C. Office in Deed Book 416, at page 66.

As part of the consideration herefor, the Grantees assume and agree to pay the balance due on that certain instrument of mortgage executed by E. P. Comer in favor of Fidelity Federal Savings and Loan Association of Greenville, South Carolina on August 30, 1950, in the original sum of \$6500.00 upon which there is now due a balance of \$6,309.97. Grantees to pay 1961 taxes.

For further information see Deed Box 445 page 202.

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...

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...

Witness Ralph M. Kesler x H.O. Southerlin

Witness Francis Lawson x Belle M. Southerlin

Dated at: Greenville August 19 1966

State of South Carolina Greenville County of Greenville

Personally appeared before me Ralph M. Kesler who, after being duly sworn, says that he saw the within named H.O. Southerlin and Belle M. Southerlin sign, seal, and as their act and deed believe the within written instrument of writing, and that deponent with Francis Lawson witnesses the execution thereof.

Subscribed and sworn to before me this 19 day of August, 1966. Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded August 22nd., 1966 At 9:30 A.M. # 5131

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 H.O. and Belle M. Southerlin to The Citizens and Southern National Bank of South Carolina, as Bank, dated August 19, 1966, and recorded in the Office of the Recorder in the County of Greenville, State of South Carolina, on August 22, 1966, Docket 804, Page 378, has been terminated and the undertakings therein described discharged. The Citizens and Southern National Bank of South Carolina By: W.L. Pherigo Witness - Francis Lawson Kay C. Hill

SATISFIED AND CANCELLED OF RECORD 9 DAY OF Feb. 1967 Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT 9:30 O'CLOCK A.M. NO. 19128