

SEP 14 1966

7269

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REAL PROPERTY AGREEMENT

BOOK 806 PAGE 85

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:

Also all that certain piece, parcel or lot of land, with the buildings and improvements thereon or to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Gantt-Township, being known and designated as Lot No. 30 of a subdivision known as Greenfields, Section 4, according to a plat thereof recorded in the RMC Office for Greenville County in Plat Book JJ, page 57, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Bonito Drive, joint front corner of Lots 30 and 31 and running thence with the joint line of said lots, S. 21-32 E. 100 feet to an iron pin in the rear line of Lot 36; thence with the rear line of Lots 36 and 37, S. 68-28 W. 135.2 feet to an iron pin on the right of way of the Donaldson Air Base railroad; thence with said right of way, N. 3-46 W. 105 feet to an iron pin on the southern side of Bonito Drive; thence with said drive, N. 68-28 E. 108 feet to 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...

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 signatures: Frances Lawson, Annie E. Field, Leroy W. Field. Dated at: Greenville, 9-13-66.

State of South Carolina, County of Greenville. Personally appeared before me [Notary] who, after being duly sworn, says that he saw the within named [Leroy & Annie Field] 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.

Subscribed and sworn to before me this 13th day of September, 1966. [Notary Signature] (Witness sign here)

Notary Public, State of South Carolina. My Commission Expires at the will of the Governor. SC-75-R

Recorded September 14, 1966 At 9:30 A.M. # 7269

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 Leroy W. Field & Mrs. Leroy Field to The Citizens and Southern National Bank of South Carolina, as Bank, dated Sept. 13, 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on Sept. 14, 1966, Book 806 at Page 85, has been terminated and the undertakings therein described discharged.

W. L. Pherigo
Witness - Frances Lawson
Ray C. Hill

SATISFIED AND CANCELLED OF RECORD
5 DAY OF April 1967
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.