

3339 present balance due in the sum of \$9,854-26 XXX

BOOK 803 PAGE 231

AUG 2 1966

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 lot of land with improvements on the northwestern side of Wedgewood Drive, in Greenville County, South Carolina, being shown as Lot No. 21, on a Plat of the Subdivision of NORTH MEADOW HEIGHTS recorded in the R.M.C. office for Greenville County, South Carolina, in Plat Book W, Page 183, and having the following metes and bounds, to wit:

Beginning at an iron pin on the northwestern side of Wedgewood Drive at the joint front corners of Lots Nos. 21 and 20 and running thence N. 27-46 W. 182.8 feet to an iron pin; thence S 62-24, W. 30.2 feet to an iron pin; thence S. 41-02 W. 43 feet to an iron pin; thence S. 27-46 E. 167.2 feet to an iron pin on Wedgewood Drive; thence along Wedgewood Drive N. 62-14 E. 70 feet to an iron pin, the beginning corner.

The above described property is the same conveyed to the grantor by deed of Roy M. Davidson recorded in the R.M.C. Office for said County and State in Deed Book 756 Page 532, and is hereby conveyed subject to utility rights-of-way and building restrictions of public record. As a part of the consideration for this deed, the grantee assumes and agrees to pay in full the indebtedness due on that certain note and mortgage covering the above property in favor of C. Douglas Wilson & Co. dated Sept. 9, 1954, and recorded in the R.M.C. Office for said County and State in Mortgage Book 608 page 539 which has a

whatsoever and whosoever 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 Bobby J. Nelson x Helen G. Heatherly
Witness Sam A. Smith x J.B. Heatherly
Dated at: Greenville Date 7-29-66

State of South Carolina

County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw the within named Helen G. & J.B. Heatherly sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Quersa A. Hill (Witness)

Subscribed and sworn to before me this 29th day of July, 1966 Bobby J. Nelson (Witness sign here)

Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded August 2nd, 1966 at 9:30 A.M. #3339

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 Helen G. Heatherly & J.B. Heatherly to The Citizens and Southern National Bank of South Carolina, as Bank, dated July 29, 1966, and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on August 2, 1966, Book 803, at Page 231, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina By W. L. Pherigo mgr. Inatal. Loan Dept.

witness - Frances Lawson m. F. Austin

SATISFIED AND CANCELLED OF RECORD

18 DAY OF August 1967

Ollie Farnsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.