

7269

SEP 14 1968

2-2.50

REAL PROPERTY AGREEMENT

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BOOK 806 PAGE 86

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 lot of land with all 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. 21 of a subdivision known as Springview as shown on a plat thereof being recorded in the RMC office for Greenville County in Plat Book BB, at page 161, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of Byron Court, joint front corner of Lots 20 and 21, and running thence with the joint line of said lots S. 49-38 E. 130.1 feet to an iron pin on the line of property of Donaldson Air Base; thence with the property of Donaldson Air Base S. 1-03 E. 89.7 feet to an iron pin; thence N. 78-41 W. 223 feet to an iron pin, joint rear corner of Lots 21 and 22; thence with the joint line of said lots N. 29-19 E. 140 feet to an iron pin on the southern side of Byron Court; thence with Byron Court, following the curvature thereof, the chord of which is N. 87-29 E. 50 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.

Witness signatures and names: Frances Lawson, Mrs. Leroy W. Field, Anne E. Hill. Dated at: Greenville, 9-13-66.

State of South Carolina

County of Greenville

Personally appeared before me Marion S. Austin who, after being duly sworn, says that he saw the within named Leroy & Annie Field sign, seal, and as their act and deed believe the within written instrument of writing, and that deponent with Frances Lawson witnesses the execution thereof.

Subscribed and sworn to before me

this 13 day of September, 1966

Notary Public, State of South Carolina

My Commission expires at the will of the Governor

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Recorded September 14th., 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 W. 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 86, has been terminated and the undertakings therein described discharged.

The Citizens and Southern National Bank of South Carolina By: W. L. Pherigo witness - Frances Lawson Kay C. Hill

SATISFIED, AND CANCELLED OF RECORD

5 DAY OF April 1967 Ollie Farnsworth