

MAR 15 3 48 PM '71

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Return To:

South Carolina National Bank

OBELFRANSON MORTGAGE AGREEMENT
R. M. C.

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows:

"ALL that certain piece, parcel or tract of land in the State of South Carolina, County of Anderson, in Brushy Creek Township, on the East side of S. C. Highway No. 81, being bounded on the West by said Highway, on the North by a county road, on the East by McNeely and on the South by other lands of the grantors and being more particularly described according to plat of John C. Smith, Surveyor, dated May 6, 1961, as taken from a survey of C. C. Jones, Surveyor, dated March 25, 1961, as follows, to-wit: BEGINNING at an iron pin on the East side of S. C. Highway No. 81, the southwestern corner of the tract herein described, thence North 15-37 East 125 feet with said road to an iron pin; thence continuing with said road North 17-30 East 100 feet to an iron pin; thence, leaving said road, North 89-15 East 39-8 feet with line of McNeely to an iron pin; thence North 79-23 West 339.3 feet to the

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

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 M. L. Fygen x Fred W. Boldin (L. S.)

Witness Michael R. Davis w Marie Boldin (L. S.)

Dated at: Greenville
3-9-71
Date

State of South Carolina

County of Greenville

Personally appeared before me D. J. Kizer (Witness) who, after being duly sworn, says that he saw

the within named Fred W. Boldin & Marie (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Michael R. Davis (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 9th day of MAR, 1971
James Pange
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

M. L. Fygen
(Witness sign here)

Over

BEGINNING corner at the Highway. This is a portion of the property deeded to J. W. Breazele and Annie M. Breazele by Harvey Merritt by deed dated October 18, 1944, of record in Volume R-7, at page 563 in the office of the R.M.C for Anderson County, South Carolina. The grantors are the sole surviving heirs of J. W Breazele, Deceased."
Recorded March 15th, 1971 at 3:48 P. M. #21403

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 68 PAGE 823

CANCELLED AND CANCELLED OF RECORD
25th DAY OF Sept. 1979
Annie S. Tankersley
REC'D FOR GREENVILLE COUNTY, S.C.
10:42 O'CLOCK A. M. NO. 10185