

SEP 16 10 51 AM 1966

CLERK OF COURTH
R.M.C.

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

I
I
I

RELEASE

WHEREAS, Joe Earl Phillips entered into a written lease agreement with Checker Cab Company of Anderson, South Carolina, on September 29, 1964, whereby Joe Earl Phillips agreed to pay Checker Cab Company \$4,800.00 in sixty (60) monthly installments of \$80.00 each, payable on the last day of each and every month in consideration for Checker Cab Company granting and leasing the below described property to Joe Earl Phillips for a period of five (5) years. The lease agreement is recorded in Deed Book 764, page 205, RMC Office, Greenville County, and the property leased is more fully described as follows:

All that certain piece, parcel or lot of land situate, lying and being in the County of Greenville, State of South Carolina, known as 87 Smythe Avenue, Dunean Mill, including the frame building and lot on which said building is located.

WHEREAS, Joe Earl Phillips, pursuant to said lease agreement and in consideration therefor, executed and delivered to Checker Cab Company of Anderson, South Carolina, his promissory note and chattel mortgage in the amount of \$4,800.00 recorded in the RMC Office for Greenville County in Chattel Mortgage Book 505 at page 149; and

WHEREAS, one of the terms and conditions of the lease agreement was that "if one (1) month's rent shall at any time be in arrears and unpaid, the Lessor shall have the right to terminate this lease, and it shall be lawful for him to re-enter and forthwith repossess all and singular the above granted and leased premises without hindrance or prejudice to his right to distraint for all rent unpaid at such period"; and

WHEREAS, under the terms and conditions of the note and chattel mortgage if at any time any portion of the principal or interest became past due and unpaid, the whole amount evidenced by the note became due and payable at the option of the holder; and

(Continued on next page)