

18318

FILED GREENVILLE CO. S. C.

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FEB 18 4 26 PM '70 REAL PROPERTY AGREEMENT

South Carolina National Bank Greenville, S. C.

OLLIE FARNSWORTH

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:

Lot Greenville Township, Greenville County, S. C. beginning lot no 117 Fronting on Wooddale Ave, According to Plat # 13.

Beginning 1200 pm on Wooddale Ave joint front corners of lots nos 117 & 118 & running thence S 32-12 E 201.34 to an iron pin thence N 85-16 W 110.38 to an iron pin thence N 19-54 W 152.37 to an iron pin

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 Juanita Cooper J. H. Powers (L. S.)
Witness Helen Bouvier Virginia H. Powers (L. S.)

Dated at: Greenville SC
2-9-70
Date

State of South Carolina
County of Greenville

Personally appeared before me Juanita Cooper who, after being duly sworn, says that he saw the within named J. H. & Virginia Powers sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Helen Bouvier witnesses the execution thereof.

Subscribed and sworn to before me
this 9th day of Feb, 1970
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Juanita Cooper (Witness sign here)

Recorded February 18, 1970 At 4:26 P.M. # 18318

Wooddale Ave, thence to the beginning of lot no 117 on Wooddale Ave