

20305 FILED GREENVILLE CO. S. C.

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South Carolina National Bank Greenville, S. C.

REAL PROPERTY AGREEMENT 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: "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 Austin Township, located at the intersection of the Log Shoals Road and Fairlane Drive, being shown and designated as Lot No. 113 on the plat of property of William J. Greer, and being more fully described according to a plat made by D. F. Webb in February, 1960 as follows: "Beginning at an iron pin in the intersection of Log Shoals Road and Fairlane Drive, and running thence along Fairlane Drive, N. 45-30 W. 187 feet to an iron pin on corner of Lot No. 114; thence along line of Lot No. 114, S. 44-30 W. 173.8 feet to an iron pin on county road; thence along said road, S. 43-30 E 58 feet to an iron pin; thence continuing along said road, S 68-30 E 148 feet to an iron pin on Log Shoals Road; thence along Log Shoals Road, N 41-00E 118.6 feet to the beginning corner; being the same conveyed to me by Milton Trotter by deed of even date, to be recorded herewith."

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 Kathryn G. Neese James W. Miller (L. S.)

Witness J. N. Montgomery Lottie B. Miller (L. S.)

Dated at: Mauldin, S.C.

3/9/70 Date

State of South Carolina County of Greenville

Personally appeared before me J. N. Montgomery who, after being duly sworn, says that he saw the within named James W. and Lottie B. Miller sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with KATHRYN G. NEESE witnesses the execution thereof.

Subscribed and sworn to before me this 9 day of March, 1970. J. N. Montgomery (Witness sign here)

Margaret H. Binder Notary Public, State of South Carolina My Commission expires at the will of the Governor

Recorded March 17, 1970 At 3:46 P.M. # 20305