

JUN 15 1970

JUN 15 3 24 PM '70

VOL 892 PAGE 34
Return To:

OLLIE FARNSWORTH
REAL PROPERTY AGREEMENT

South Carolina National Bank
Greenville, S. C.

XX+X 27529

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 hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, at the northeast corner of Lenore Ave. and Callahan Ave. in Sans Souci Hgts. being shown as Lot 131 on plat recorded in Plat Book Z at Page 95 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the northern side of Lenore Ave. at the corner of Lot 130; thence along said Ave. S. 70-18 W. 67.8 feet to an iron pin; thence S 75-28 W. 68.5 feet to an iron pin on the eastern side of Callahan Ave.; thence along said Ave. N. 20-30 E. 45 feet to an iron pin; thence along Callahan Ave. N. 27-55 E 105.3 feet to an iron pin at the corner of Lot 132; thence N. 70-18 E. 27.4 feet to an iron pin at the corner of Lot 130; thence S 19-42 E. 110 ft. to the point of beginning. Said premises being the same conveyed to the Mortgagor by deed recorded 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 Reuben D. Sittler, Jr. Charles E. Boone (L. S.)
Witness Genevieve P. Gregory Ida Evelyn Boone (L. S.)
Dated at: Greenville, S. C.
May 20, 1970
Date

State of South Carolina
County of Greenville
Personally appeared before me Reuben D. Sittler, Jr. who, after being duly sworn, says that he saw the within named Charles E. and Ida Evelyn Boone sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Genevieve P. Gregory witnesses the execution thereof.

Subscribed and sworn to before me
this 31 day of June, 19 70
Shirley C. Deaton
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Reuben D. Sittler, Jr.
(Witness sign here)

in Deed Book 446 at Page 535. Also see deed recorded in Deed Book 592 at Page 189.

Recorded June 15th, 1970 at 3:24 P.M. #27529

Return To
South Carolina National Bank
Greenville, S. C.

SATISFIED AND CANCELLED OF RECORD
12th DAY OF Oct. 1977
Janice S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
3:30 O'CLOCK P. M. NO. 11587

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 52 PAGE 113