

OLLIE FARNSWORTH  
REAL PROPERTY 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:

Mary E. Pailey, and her heirs and assigns forever, all of my undivided interest in all that piece parcel, or lot of land in Greenville County, State of South Carolina, about 2 1/2 miles north of the City of Greenville, and being known and designated as Lots Nos. 77 and 78 of Block C, of Mountain View Land Company, as shown by plat thereof recorded in the R. M. C. office for Greenville County in Plat Book A, pages 396 and 297, and having, the following metes and bounds, to wit:

Beginning at an iron pin on Bailey street, joint corner of Lots 76 and 77, which point is approximately 150 feet from the intersection of Martin and Bailey Streets, and running thence with Bailey Street, N. 11 1/2 W. 100 feet to an iron pin, joint corner of Lots 78 and 79; thence N. 89 1/2 W. 148 feet to an iron pin on a 10-foot alley; thence with said alley, S. 11 1/2 W. 110 feet to an iron pin, joint rear corner of Lots 77 and 76; thence S. 89 1/2 E. 148 to an iron pin on Bailey Street,

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. (over)

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 Linda L. Hartzell George P. Bailey (L. S.)

Witness J. E. Hinton (X) Mary E. Bailey (L. S.)

Dated at: Greenville

3-16-71  
Date

State of South Carolina

County of Greenville

Personally appeared before me LINDA L. HARTZELL who, after being duly sworn, says that she saw the within named GEORGE P. & MARY E. BAILEY sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. E. HINTON witnesses the execution thereof.

Subscribed and sworn to before me this 16 day of MARCH, 1971

J. E. Hinton  
(Witness sign here)

J. E. Hinton  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

the beginning corner.

The above lot is shown on Township Block Book at sheet 155, Block 2, Lots 12 and 13.

This conveyance of his interest in said premises is made subject to mortgage of First Federal Savings and Loan Association of Greenville, dated March 17, 1947, recorded in Mortgage Book 360, page 180, in the R. M. C. Office for Greenville County.

Recorded March 19, 1971 At 3:49 P.M. # 21829

SATISFIED AND CANCELLED OF RECORD

31 DAY OF August 1972  
J. E. Hinton  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 11:52 O'CLOCK A. M. NO. 10488

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 10 PAGE 27