

FILED
GREENVILLE, CO. S. C.

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APR 30 3 54 PM '71

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: All that lot of land with the buildings and improvements thereon situate on the east side of Air Base Road (also known as Old Augusta Road) and on the north side of Spring Brook Drive and on the south side of White Horse Road Ext., near the City of Greenville, in Greenville County, S. C., being shown as Lot No. 1 on plat of Unit 3 of Pine Crest Farms, recorded in the RMC Office for Greenville County, S. C., in Plat Book M, page 3, and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin at the northeast corner of Air Base Road and Spring Brook Drive and runs thence along the east side of Air Base Road N 0-38 W 104.5 feet to an iron pin; thence along the south side of White Horse Road Ext. S 86-35 E 209 feet to an iron pin; thence S 0-38 E 104.5 feet to an iron pin on the north side of Spring Brook Drive; thence along Spring Brook Drive N 86-35 W 209 feet to the beginning corner. This is the same property conveyed to me by deed of L. J. Lajewski dated July 16, 1963, recorded in the RMC Office for Greenville County, S. C., July 17, 1963, in Deed Book 727, Page 398. Grantees to pay 1966 Taxes.

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 Linda J. Hartz, Charles R. Seimney Sr. (L. S.)

Witness J. Shivers, Patricia P. Seimney (L. S.)

Dated at: Greenville

4-29-71
Date

State of South Carolina

County of Greenville

Personally appeared before me J. Shivers (Witness) who, after being duly sworn, says that he saw

the within named Charles R. and Patricia P. Seimney (Borrowers) sign, seal, and as their

act and deed, deliver the within written instrument of writing, and that deponent with Linda J. Hartz, etc. (Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 29 day of April, 1971

Miss D. P. Luth
Notary Public, State of South Carolina

My Commission expires at the will of the Governor

J. Shivers
(Witness sign here)

Agreement Recorded April 30th, 1971 at 3:54 P. M. #25664

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FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 22 PAGE 559

SATISFIED AND CANCELLED OF RECORD
12 DAY OF April 1971
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:22 O'CLOCK P. M. NO. 25719