

RECORDING FEE
PAID \$ 1.25

Aug 17 3 51 PM '71

VOL 923 PAGE 72

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

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: All that piece, parcel or lot of land in the county of Greenville, state of S.C., on the west side of Chastain Dr., known and designated as Lot # 8 on plat of property of G.C. Chastain, made by W.J. Riddle, Oct. 1951, recorded in the RMC Office for Greenville County in Plat Book AA, page 175 and shown on the Greenville County Auditor's Block Book on sheet 162, block 2, lot 66, and being more particularly described, as follows: Beginning at an iron pin on the west side of Chastain Drive, the joint corner of Lots Nos. 7 & 8; thence with the west side of Chastain Dr., S. 2-3/4 E. 62.9 ft. to an iron pin; thence S. 88-00 W. 343 ft. to an iron pin; thence N. 6-00 E. 77.8 ft. to an iron pin, corner of Lot # 7; thence with the line of said lot, S. 89-15 E. 332 ft. to the beginning corner. The street shown on the above mentioned plat was never opened and a street was cut along the rear of said lots from N. Franklin Rd which then became the front of said lots. This grantee herein assumes & agrees to pay that certain mortgage given by the grantor to Fidelity Fed. Savings & Loan Assn. recorded in vol. 776 page 92, on which is a balance due of \$8,000.00.

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: Myra Egan Hubert C. Moore (L. S.)

Witness: Kathryn I. Moore Ms. Kathryn I. Moore (L. S.)

Dated at: Greenville
8-10-71
Date

State of South Carolina
County of Greenville

Personally appeared before me Samuel P. Gaines who, after being duly sworn, says that he saw the within named Hubert C. and Kathryn I. Moore sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Gail B. Lawter witnesses the execution thereof.

Subscribed and sworn to before me
this 10th day of August, 19 71
Ira E. Courtney
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Samuel P. Gaines
(Witness sign here)

Real Property Agreement Recorded August 17th
1971 at 3:51 P. M. #4985