

RECORDING
175

AUG 30 4 08 PM '71

OLLIE FARNSWORTH
REAL PROPERTY AGREEMENT

VOL 924 PAGE 23

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 of that lot of land in the County of Greenville, State of South Carolina, near Greenville, South Carolina, shown at Lot Nos. 92 and 93 on platt of Super Highway Home Sites, recorded in the R.M.C. Office for Greenville County, in platt Book P at page 53 and having the following metes and bounds, to wit:

BEGINNING at an iron pin on the western side of Shadow Lane at the corner of Lot No. 94, which iron pin is situate 629.7 feet north of the curved intersection of Shadow Lane and Meridian Avenue and running thence N 88-0 W 182.5 feet; thence N 2-0 E 160 feet; thence S 88-0 E 182.5 feet to an iron pin on the western side of Shadow Lane; thence S 2-0 W 160 feet to the point of beginning and being same conveyed to me in Deed Book 534 at page 234.

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 Bobbie Bright Pettit + Buford L. Long (L. S.)
Witness Genie Perry + Ruth A. Long (L. S.)

Dated at: Greenville, S. C.

August 23, 1971
Date

State of South Carolina

County of Greenville

Personally appeared before me Bobbie Bright Pettit (Witness) who, after being duly sworn, says that she saw the within named Buford L. Long And Ruth A. Long (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Genie Perry (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 23rd day of August, 1971
Wm. David White
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
12-9-80

Bobbie Bright Pettit
(Witness sign here)

Real Property Agreement Recorded August 30th, 1971 at 4:08 P. M. #6344

50-111

Real Property Agreement
FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 7 PAGE 548

SATISFIED AND CANCELLED OF RECORD
30 DAY OF May 1972
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 4:33 O'CLOCK P M. NO. 32565