

22 DAY OF March 1972  
Donnie A. Tankersley  
B. M. # 23 FOR GREENVILLE COUNTY, S. C.  
3 O'CLOCK A. M. NO. 26200

FOR SATISFACTION TO THIS MORTGAGE  
SATISFACTION BOOK 99 PAGE 77

FILED  
GREENVILLE: CO. S. C.

MAR 9 3 32 PM '72

REAL PROPERTY AGREEMENT

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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:

Paul S. Burns and Nancy G. Burns, their heirs and assigns forever, all that certain piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being all of Lot No. 1 and the eastern 20 feet of Lot No. 2 on plat recorded in plat book PP at page 175, and according to said plat having the following metes and bounds, to-wit: Beginning at point on the south side of Yown Road, which point is 20 feet west of the joint front corner of Lots Nos. 1 and 2, and running thence through Lot No 2, S. 4-50 E., 250 feet to a point 20 feet west of the joint rear corner of Lots Nos. 1 and 2; thence N. 85-10 E., 86.7 feet; thence N. 1-56 W., 250 feet to a point on Yown Road; thence with Yown Road, S 85-10 W., 100 feet to the point of beginning, and being identically the same lot conveyed to the grantors herein by deed recorded in deed book 765 at page 294. Block Book Reference: 240,2-1-53.

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 Martha B. Durham x Paul S. Burns (L. S.)

Witness Gloria J. Barbrey x Nancy G. Burns (L. S.)

Dated at: Greenville, South Carolina

March 3, 1972  
Date

State of South Carolina

County of Greenville

Personally appeared before me Gloria J. Barbrey who, after being duly sworn, says that he saw the within named Paul S. Burns and Nancy G. Burns sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Martha B. Durham witnesses the execution thereof.

Subscribed and sworn to before me

this 3<sup>rd</sup> day of March, 1972  
Gloria J. Barbrey

Martha B. Durham  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
My Commission Expires July 15, 1981.