

RECORDING FEE PAID \$ 1.25

MAR 22 1972 25350

MAR 22 1972 Mrs. Chic Farnsworth REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property, situated in the County of Greenville, State of South Carolina, described as follows:

All that piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, about one mile southwest from Pleasant Grove Baptist Church, in Pleasant Grove School District, lying on the east side of the Gibbs Shoals Road, and being a part of the same land conveyed to me by deed from Victoria Elmore et al, said deed recorded in the office of the R.M.C. for Greenville County in Deed Book 24 at page 20, and having the following courses and distances to wit:

Beginning on a nail and stopper in the center of the said Gibbs Shoals Road, and on the Thomas L. Smith Estate Line, and runs thence S. 52-20 E. 292 feet to a stone and iron pin on the east side of a small branch; thence with the line of lands formerly of Johnson; S. 14-50 E. 336 feet to a stone, joint corner of Arthur Elmore lands; thence with the Elmore line S. 69-15 W. 250.5 feet to a nail and stopper in the center of the Gibbs Shoals Road; thence with the said road N. 9-15 W. 497.5 feet to a bend; thence N. 0-54 W. 100 feet to the beginning corner, and containing Two and Forty Four One-hundredths (2.44) acres, more or less.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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 Jody Campbell x x Wm. M. Johnson
 Witness Susan Gaines x x Gwendolyn D. Johnson

Dated at: Greer, South Carolina March 15, 1972
Date

State of South Carolina
County of Greenville

Personally appeared before me Jody Campbell (Witness) who, after being duly sworn, says that he saw the within named Wm. M. Johnson and Gwendolyn D. Johnson (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Gaines (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of March, 1972
Jody Campbell (Witness sign here)

Innocent H. Law
Notary Public, State of South Carolina
My Commission expires at the will of the Governor.

1-05-175 11-23-80 Real Property Agreement Recorded March 22nd, 1972 at 11:45 A.M. #25350

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 25 PAGE 69

SATISFIED AND CANCELLED OF RECORD
Hannie S. Tankersley DAY OF August 1974
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK 2 P. M. NO. 3210