

31900 P MAY 24 1972 REAL PROPERTY AGREEMENT VOL 944 PAGE 326  
MAY 24 1972 Mrs. Ollie Farnsworth  
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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 land in Greenville County, State of S. C., on the southern side of Chaucer Road, near the City of Greenville, being shown as Lot 57, Section II, on a plat of Northwood Hills, recorded in Plat Book QQ at Page 156, and described as follows:

BEGINNING at an iron pin on the southern side of Chaucer Road, 373 feet west from Buncombe Road, at the corner of Lot 56, and running thence with the southern side of said Road, S. 79-40 W. 100 feet and S. 76-28 W. 78 feet to iron pin at corner of Lot 58; thence with line of said lot, S. 32-47 E. 177.4 feet to iron pin at the corner of "aynsworth lot; thence with line of said lot, S. 80-52 E. 95 feet to iron pin at corner of Lot 56; thence with line of said lot N. 4-22 E. 202.4 feet to the beginning corner.

This property is conveyed subject to the restrictions recorded in Book of Deeds 660 at Page 494, as amended by restrictive covenant dated August 14, 1961, filed herewith.

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 Barry K. Aughtin x  
Witness Margaret Gates x Douglas H. Morris  
Dated at: Greenville 5-23-72  
date

State of South Carolina Greenville  
County of Greenville

Personally appeared before me Barry K. Aughtin who, after being duly sworn, says that he saw the within named Donnie S. Tankersley Douglas H. Morris sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Margaret Gates witnesses the execution thereof.

Subscribed and sworn to before me  
by Donnie S. Tankersley 19 72  
Barry K. Aughtin (Witness sign here)  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor