

APR 20 4 08 PM '71

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

OLLIE FARNSWORTH

REAL PROPERTY AGREEMENT

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 certain piece, parcel or lot of land, lying and being in Austin Township, Greenville County, State of South Carolina, being known and designated as lot No. 89 in the Subdivision known as Eastdale Development, plat of said subdivision being recorded in the Greenville County R. M. C. Office and being more fully described as follows:

(See reverse side)

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 Jerry M. Montgomery Robert W. Pudmore (L. S.)
 Witness Jean W. Hooper Elizabeth Pudmore (L. S.)

Dated at: Greenville
4/12/71
Date

State of South Carolina
County of Greenville

Personally appeared before me Jerry Montgomery (Witness) who, after being duly sworn, says that he saw the within named Robert W. Pudmore & Elizabeth Pudmore (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Jean Hooper (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
this 15 day of April, 19 71
Doralee H. Binder
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
12-79

Jerry M. Montgomery
(Witness sign here)

(Continued on next page)

BEGINNING at an iron pin on the East side of North Golden Strip Drive, joint corner with lot No. 73 and running thence along said lot S. 75-00 E. 193 feet to an iron pin; thence S. 15-00 W. 200 feet to an iron pin on Mimosa Drive; thence along said drive N. 75-00 W. 161 feet to an iron pin on North Golden Strip Drive; thence along said drive N. 6-00 E. 202.6 feet to the beginning corner, and being a portion of the same lands conveyed to B. E. Greer by S. H. Brooks by deed recorded in the Greenville County R. M. C. Office in Deed Book 51 at page 35, and this conveyance is here made by Florrie E. Greer in accord with the terms of the Will of the said B. E. Greer, deceased, will on file in the Office of the Probate Judge for Greenville County in file 633, Apt. 38.

The above- mentioned plat is recorded in Plat Nook YY at Pages 118 and 119.

Recorded April 20, 1971 At 4:08 P.M. # 24577