

Greenville County

APR 26 1972
Mrs. Ollie Farnsworth
R. M. C.

VOL 942 PAGE 54

125

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (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 All that certain lot of land in
3. The property referred to by this agreement is described as follows: Greenville County, S.C. containing 3.3 acres more or less, being part of deed to Rosa Farmer by Vol.108 page 247. BEGINNING at iron pin northwest corner of tract by deed vol.629 page 408 to Cole L. Bease Farmer running thence N. 55-46W 73 ft. to iron pin; thence N 16-55 W. 136 ft. to iron pin, thence N. 60-37 E 773 ft. (passing iron pin at 743 ft.) to nail in road, thence with same 51-24 W. 230 ft. to nail corner of said tract; thence with same S 60-37W 636.5 ft. to the beginning. For further reference plat for Rosa Farmer by J. Q. Bruce Reg. surveyor, dated 7-6-59 and 4-3-62. Conveyed to Cole L. Bease Farmer by deed dated April 3, 1962 and recorded in Vol. 602 page 281 R.M.C. Office for Spartanburg County.

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, or 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 or 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 the 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, legates, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Jay H. Fowler
Witness Ann L. Pettit
Greer, S. C.

Cole L. Bease Farmer (L.S.)
Molly Farmer (L.S.)
Route 2 Greer, S.C.

Dated at: April 24, 1972
Date

State of South Carolina
County of Greenville

Personally appeared before me Faye H. Fowler who, after being duly sworn, says that he saw
(Witness)
the within named Cole L. Bease Farmer sign, seal, and as their
(Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Ann L. Pettit
(Witness)
witness the execution thereof.

Subscribed and sworn to before me
this 24 day of April 19 72

Jay H. Fowler
(Witness sign here)

Ann L. Pettit
Notary Public, State of South Carolina
My Commission expires _____

60-111 Notary Public, South Carolina State of Latta
My Commission Expires March 18, 1980

Real Property Agreement Recorded April 26th, 1972 at 11:45 A.M. #28978