

GREENVILLE, CO. S. C.

JUN 30 4 04 PM '72

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OLLIE FARNSWORTH

REAL PROPERTY AGREEMENT

South Carolina National Bank  
Greenville, S. C.

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 piece, parcel or lot of land in Paris Mtn. Township, G'Ville County, St. of S. C., at the northeast corner of the intersection of Callahan Ave. and Senator-Pettus Ave., in the Sans Souci Hgts. Sub-Division on the New Buncombe Rd. about four miles north of the City of G'Ville, said lot having the following lines, courses and distances:- Beginning at an iron pin on the eastern edge of a three ft. sidewalk running along Callahan Ave., said pin being the joint front corner of lots numbered sixty-one and sixty-two; thence along the rear line of lot sixty-one, S. 79-32 E., 100 ft., to an iron pin, joint rear corner of lots 61 and 62; thence along the western line of lot 63, S. 11-54 W., 73 and 5/10 ft., to an iron pin on the northern edge of a 3 foot sidewalk running along Senator-Pettus Ave., said pin being the joint corner of lots 62 and 63; thence along the eastern edge of said sidewalk, N. 79-32 W., 100 ft., to an iron pin on the eastern edge of said sidewalk running along Callahan Ave.; thence along the eastern edge of said sidewalk, N. 11-54 E., 73.5 ft., to an iron pin, the beginning corner, said lot being known and 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 lot 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 property 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 Harmon Wood  
Witness Ruthie M. Woodside

Edgar Pittman Sr.  
Augusta Mae Pittman  
covenants applicable (L. S.) to Sans Souci Hgts, recommended by the Federal Housing Adm. and recorded by the owner in the R.M.C. Office for G'Ville County in Book 425 at page 500, and the same is hereby referred to an made a part here of.

Dated at: Greenville, S. C.  
June 26, 1972  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Harmon Wood who, after being duly sworn, says that he saw the within named Edgar Pittman, Sr. and Augusta Mae Pittman sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Pauline M. Woodside witnesses the execution thereof.

Subscribed and sworn to before me  
this 26th day of June, 19 72  
Patricia Ruth Jones

Harmon Wood  
(Witness sign here)

Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
MY COMMISSION EXPIRES MAY 13, 1978

50-111 Real Property Agreement Recorded June 30, 1972 at 4:04 P. M., #35839

SATISFIED AND CANCELLED OF RECORD  
11 DAY OF Feb 19 74  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 1:37 O'CLOCK P. M. NO. 6195

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 122 PAGE 1867