

OLLIE FARNSWORTH  
R. M. C.

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, with the buildings and improvements thereon, lying and being on the Westerly Side of Afton Avenue, in the City of Greenville, South Carolina, being shown as the greater portion of Lot No. 48 on the Plat of Alta Vista, recorded in the RMC Office for Greenville County, S. C., in Plat Book G, page 20, and having according to a more recent survey made by R. W. Dalton, entitled "Property of Jennings Ligon Duncan, Jr.", dated December, 1961, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the westerly side of Afton Avenue, joint front corner of Lots Nos. 48 and 49 and running thence along the common line of said Lots N85-40W160 feet to an iron pin in the rear line of Lot No. 40; thence along the rear line of Lots Nos. 40 and 41 N 4-15E 58.6 feet to an iron pin; thence on a new line through Lot No. 48 S86-03E 160 Feet to an iron pin on the (over)

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 J. E. Meador J. Ligon Duncan (L. S.)  
 Witness Shirley L. Duncan Shirley L. Duncan (L. S.)

Dated at: Greenville  
1-5-71  
Date

State of South Carolina  
County of Greenville

Personally appeared before me J. E. Meador who, after being duly sworn, says that he saw the within named Ligon Duncan Shirley L. Duncan sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Shirley L. Duncan witnesses the execution thereof.

Subscribed and sworn to before me  
this 5 day of January, 1971  
J. E. Meador  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

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the westerly side of Afton Avenue, joint front corner of Lots Nos. 48 and 47; thence along the westerly side of Afton Avenue S 4 -15 W 60 feet to an iron pin the point of beginning. For Deed into Grantor see Deed Book 631, page 186.

Grantor to pay 1961 Taxes

Recorded January 7, 1971 At 3:57 P.M. # 15684

SATISFIED AND CANCELLED OF RECORD  
DAY OF Sept 19 81  
Donnie L. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:06 O'CLOCK P. M. NO. 5781

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 75 PAGE 125