

1.25 DEC 5 - 1962

REAL PROPERTY AGREEMENT

14492

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 piece, parcel or tract of land in Bates Township, Greenville County, State of South Carolina and having the following metes and bounds, to wit: Beginning at a Black gum and running thence North 19 West 1310 to Stones; thence North 82-1/8 West 1300 to iron pin; thence South 48 West 17.06 to Stone; thence South 48 1/2 East 4.09 to stone; thence South 1/2 East 22.04 to stone; thence North 43 East 9.90 to stone; thence North 41 East 17.60 to stone; thence North 75 1/2 East 8.60 to Black Gum and containing 54 1/2 acres, more or less according to plat made by W. A. Hester December 5, 1918. Less, however a certain tract containing 2.65 acres previously sold by Ray J. Rutledge to Homer Ledbetter by deed dated January 2, 1942, recorded in the RMC office for Greenville County, South Carolina in Deed Book 240, Page 417, reference being craved to said deed for a more complete description of said tract previously sold. Book 268 Page 320 recorded October 24, 1944 From Ray J. Rutledge

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 Paul J. Hestrop x R. F. Farnsworth
Witness Linda O. Anderson x Ruth B. Farnsworth

Dated at: Greenville
12-3-62
Date

State of South Carolina
County of Greenville

Personally appeared before me Paul J. Hestrop who, after being duly sworn, says that he saw the within named R. F. & Ruth B. Farnsworth sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda O. Anderson witnesses the execution thereof.

Subscribed and sworn to before me this 3 day of December, 1962
Mamie Bolt Baker
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Paul J. Hestrop
Witness sign here

SC-75-R Recorded December 5th, 1962 at 9:30 A.M. #14492

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 21 of December 1966
Citizens & Southern National Bank of South Carolina
By: W. L. Pherrigo
Witness: Frances Lawson
Witness: Kay C. Hill

SATISFIED AND CANCELLED OF RECORD
23 DAY OF Dec. 1966
Ollie Farnsworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:30 O'CLOCK A. M. NO. 15410