

RECORDING FEE
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GREENVILLE CO. S. C.

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South Carolina National Bank
Greenville, S. C.

MAY 5 3 49 PM '70
REAL PROPERTY AGREEMENT

OLLIE FARNSWORTH

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: *Property on the western side of 291 by-pass, near the city of Greenville, being the southern portion of Lot 47 as shown on plat of the estate of Tully C. Babb made by Dalton and Neaves recorded in plat Book 66 at pages 158-159 and described as follows. Beginning at an iron pin at the corner of property now or formerly owned by Truckston; thence with the line of said property, south 83-10 West 330 feet to an iron pin at the corner of property conveyed to Truckston; thence with the line of said property, south 6-50 East 50 ft. to an iron pin on Skyview Drive; thence with the northern side of said drive, North 83-10 East 230 ft. to an iron pin, thence continuing with the northern side of the curve of said Drive, the chord of which is South 86-06 East 101.9 ft. to the beginning corner.*

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 *Gordan J. Brown*

Joe D. Howell (L. S.)

Witness *Patricia E. Howell*

Patricia E. Howell (L. S.)

Dated at: Greenville, S. C.

4-14-70
Date

State of South Carolina

County of Greenville

Personally appeared before me Gordan J. Brown who, after being duly sworn, says that he saw
(Witness)

the within named Joe D. Howell and Patricia E. Howell sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Gail Lawter
(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me
this 14th day of April, 1970

Gordan J. Brown
(Witness sign here)

John E. Courtney

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
12-10-79

Recorded May 5, 1970 At 3:49 P.M. # 24118