

MAY 14 3 40 PM '70 24834

Return To: VOL 890 PAGE 1

OLLIE FARNSWORTH R.M.C. 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 certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Greenville Township, School District 6-E, on the west side of Welcome Street, and being known and designated as Lot No. 13 of a subdivision known as Welcome View, as shown on plat thereof made by Piedmont Engineering Service in August 1948 and recorded in the R.M.C. office for Greenville County in Plat Book U, at page 155, and having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the west side of Welcome Street at the corner of Lot No. 14, which point is 79 feet south of the intersection of Short Street, and running thence along the line of Lot No. 14, S. 71-08 W. 220.4 feet to an iron pin at the rear corner of said

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 M. D. Kizer and M. P. Darnell (L. S.)
Witness Linda Strange and Lucille P. Darnell (L. S.)

Dated at Greenville S. C.
MAY 1 1970
Date

State of South Carolina

County of Greenville

Personally appeared before me M. P. Kizer who, after being duly sworn, says that he saw the within named A. V. AND LUCILLE P. DARNELL sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with LINDA STRANGE witnesses the execution thereof.

Subscribed and sworn to before me

this 1st day of MAY, 1970
Linda Strange
Notary Public, State of South Carolina

M. D. Kizer (Witness sign here)

My Commission expires at the will of the Governor 12-10-79

(Continued on next page)

lot; thence S. 23-27 E. 82 feet to an iron pin at the rear corner of Lot No. 12; thence along the line of that lot, N. 60-21 E. 220.6 feet to an iron pin at the corner of Lot No. 12 on the west side of Welcome Street; thence along the west side of Welcome street, N. 23-27 W. 70 feet to the beginning corner.

The above described lot of land is the same conveyed to grantor corporation by Carl Wynn, et al. by deed dated September 18, 1950 and recorded in the R.M.C. office for Greenville County in Vol. 422, at page 465.

Recorded May 14, 1970 At 3:40 P.M. # 24834

To: National Bank of S. C.