Witness Hardlack

Jun 18 3 52 PH '70

Returnville: 802 PAGE 342. Greenville, S. C.

OLLIE PEAR SWORFBTY 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 "Benk") 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
- 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 of that certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina within the corporate limits of the Town of Mauldin and being known and designated as Lot Number 70 of a subdivision known as Glendale II, a plat of which is of record in the R.M.C. Office for Greenville County in Plat Ponk 000 at page S and having the following metes and bounds, to-wit:

REGINNING at a point on the southern side of Mickory Lane at the joint corner of Lots 69 and 70 and running thence with the southern side of Hickory Lane, N 72-35 E 115 feet to a roint; thence following the southern intersection of Hickory Lane with Lyle street

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, 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 Martha B. Durham Many D. Johns (L. S.)
Dated at: Cice 3 5 5.
Date
State of South Carolina
County of Lies S.
Personally appeared before me 12 (Witness) who, after being duly sworn, says that he saw
the within named Search F John 1 Mary D (John sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Delegates & Dirage
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this 1 day of June, 1920
Pat C Clearhart (Witness sign here)
Notice Public State of Co. of Co.

(the chord of which is S. 63-45 E) 36.1 feet to a point; thence with the southwestern side of Lyle Street S 20-00 E 115 feet to a point at the joint corner of Lots 70 and 71; thence S 70-00 W 116.3 feet to a point at the joint rear corner of Lots 69 and 70; thence N 17-25 W 116.3 feet to a point on the southern side of Hickory Lane at the point o of beginning and being same conveyed to me by deed of Central Realty Corporation to be recorded of even date herwith.

Recorded June 18, 1970 3:52 A.M. # 27908

MY COMMISSION " EXPIRES DEC. 10, 1979

OR SATISFACTION TO THIS MORTGAGE SEE ATISFACTION BOOK _34 _PAGE_283

Notary Public, State of South Carolina

My Commission expires arthe will of the Governor

AND CANCELLED OF RECORD 75 19 R. M. C. FOR GREENVILLE COUNTY S. C. 6 TO'CLOCK M. NO.