Jun 21 3 36 PH '77

34808 OLLIE FARMSWORTH REAL PROPERTY AGREEMENT R. M. C.

Return To, VOL 946 PAGE 582 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: William W. Rowland his Heir and assigns 'All that certain lot of land in Greenville Township being Lot number fifty eight (58) according to a plat of Dukeland Park made by Dalton and Neves June 1940 recorded in plat Book J. pages 220 and 221 and being more particularly described as followes Begginning on northern side of Dukeland Drive at coener of Lot 59 and thence withDuleland Drive N.54-18 50 feet to corner at Lot 57 om Dukeland Drive thence with Lot 57 N. 35-42 W 202 feet to Langston Greek thence down said Creek S 88-28 W 605 feet to rear commer of Lot 59 on Langston Creel thence with Lot 598. 3542 E. 236 feet to the beggining corner on Duleland Drive This is a part of the property conveyed to me by C.P. Garrett by deed dated July 2, 1947 and recorded in Deed Book 314 Page 324 Office RMC for Greenville, County.

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.

ness and continuing force of this agreement and any person may and is nereby additionated to very thereon.
Witness Jawrence R. Mille William W Monlads (1. s.)
Witness How Bow land (L. S.)
Dated at:
Date :
State of South Carolina
County of
Personally appeared before me who after being duly sworn, says that he saw
the within named william will suffer the within named will borrowses the within named will be sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with fully (Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
June Witness sign here)
My Commission expires At the will of the Covernor My Commission expires April 4, 1982
Porl Proporty Agriculant Personal Items 27, 3072 at 2,24 P. M. Hollens

ty agreement recorded June 21, 1972 at 3:36 P. M., #34808

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