SATISFIED AND CANCELLED OF RECORD C FOR CREENVILLE COUNTY, S.C.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 10/ PAGE 84

GREENVILLE CO. S. C. 22216 APR 10 3 13 PH '70

OLLIE FARASHIBROPERTY AGREEMENT

Return VOIO: 887 PAGE 602

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
- 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 piece, parcel or lot of land with the building and improvements thereon, situate, lying and being near the City of Greenville, State of South Carolina, being known and designated as Lot 4, on Plat of Property of C. P. Phillips Estate, which plat is recorded in the R. M. C. Office for Greenville, South Carolina, in Plat Book FFF at page 151, and having, according to said plat, the following metes and bounds, to-wit: Beginning at an iron pin on the northeastern side of Longwood Drive, joint frontcorner of Lots 4 and 5 and running thence N. 59-05 E. 169.6 feet to an iron pin; thence S. 30-55 E. 104 feet to an iron pin; thence S.60-25-W. 169.6 feet to aniron pin on Longwood Drive; thence with Longwood Drive, N. 30-55 W. 100 feet to the point of beginning.

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 inuxe 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 Villet 10 (1. 1/01/02) (L. S.)
Dated an Mumille, S. C.
april 3,1910
Daté
$oldsymbol{\cdot}$
State of South Carolina
County of Drienvell
Personally appeared before me Paul Falcomb , who, after being duly swom, says that he saw
the within named Vern the the things of the them the sign, seal, and as their (Bortwers)
act and deed deliver the within written instrument of writing, and that deponent with
witnesses the execution thereof.
Subscribed and sworn to before me
thise day of april , 1970 WWW // /
(Witness sign ferb)

Notary Public, State of South Carolina

12-10-79

mmission expires at the will of the Governor Recorded April 10, 1970 At 3:13 P.M. # 22216

Vernmmorton

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