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OLLIE FARNSWORMELAL PROPERTY AGREEMENT R. H. C.

In consideration of such losss 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 losss 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

- To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the erty 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, with all improvements thereon, situate, lying and being in the State of S. C., County of G'Vill in Butler Township, and being known and designated as Lot No. 48 of a subdivision known as McSwain Gardens, a plat of which is on record in the R. M. C. Office for Greenville County in Plat Book GG, at Page 75, and having the following metes and bounds, to-wit: BEGINNING at a point on the northern side of Linwood Ave. at the joint front corner of Lots 47 and 48 and running thence N. 10-00 W. 168.7 ft. to a point at the joint rear corner of Lots 47 and 48; thence N. 80-30 E. 100 feet to a point at the joint rear corner of Lots 48 and 49; thence S. 10-00 E. 167.8 feet to a point on the northern side of Linwood Ave. at the joint front corner of Lots 48 and 49; thence with the northern side of Linwood Ave., S. 80-00 W. 100 feet to the point of beginning; being the same conveyed to me by Harry S. Joyner by his deed dated Sept. 2, 1960 and recorded in the R. M. C. Office for Greenville
- County in Deed vol 658, at Dage 217 from 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.

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Witness Taulus M Woods Landy	(L.S.)
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Witness Betty J. Ham Botte	(aruer (L. S.)
Dated at: Greenville, S. C.	
	•
<u>May 18, 1972</u>	
Date	•
State of South Carolina	
County of Greenville	
Personally appeared before me Pauline M. Woodside who, after be	eing duly swom, says that he saw
the within named Carroll B. Carver and Betty A. Carver	
the within named Gartoff B. Gartoff and Betty A. Gartoff G. (Borrowers)	sign, seal, and as their
	J. Horn
	(Witness)
witnesses the execution thereof.	
Subscribed and sworn to before me	t t
18mb	\ . \
this 18th day of May 1972	000000rd o
(Witness)	sign here)
Notary Public, State of South Carolina	
My Commission expires at the will of the Governor	

MY COMMERCIAN EXPIRES MAY 13, 1978

Real Property Agreement Recorded May 23, 1972 at 4:09 P.