

R/P Agree
1125

MAY 25 1964

JONES

REAL PROPERTY AGREEMENT

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MAY 25 1964
MRS. Ollie Farnsworth

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, 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 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; and
3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Greenville, State of South Carolina, described as follows: All that lot of land with the improvements thereon situate on the ~~East~~ Northwest side of Crosby Circle near the City of Greenville, in Greenville County State of South Carolina. Being shown as lot " 51 on the plat of Paramount Park made by Piedmont Engineering Service July 1949, recorded in the RMO office of Greenville County South Carolina, in plat book W at page 57 and having ~~EA~~ according to the said plat the following meets and bounds to wit: BEGINNING at an iron pin on the Northwest side of Crosby Circle at joint front corner of lots 50 and 51 and running thence with the line ~~of~~ of lot 50, N 43-15 W, 150 feet to an iron ~~xx~~ pin; thence S 46-45 W, 68 feet to an iron pin; thence S 10-22 W, 42.9 feet to an iron pin; thence with the line of lot 52 S 42-15 E, 115 feet to an iron pin; on the Southwest side of Crosby Circle; thence with the Northwest side of Crosby Circle N 46-45 W, 93 feet to the beginning corner.

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and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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 Paul J. Gubstrop x T. E. McQueen
 Witness Dan L. Moyal x Nellie M. Queen
 Dated at: Greenville, SC 5-4-64
 Date

State of South Carolina
County of Greenville

Personally appeared before me Paul J. Gubstrop who, after being duly sworn, says that he saw
 the within named T. E. McQueen sign, seal, and as their
 act and deed deliver the within written instrument of writing, and that deponent with
 witnesses the execution thereof. Dan L. Moyal

Subscribed and sworn to before me
 this 4th day of May, 1964
Nellie M. Queen
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Recorded May 25, 1964 At 9:30 A.M. # 33366

The debt hereby secured is paid in full and
 the Lien of this instrument is satisfied this
1 of December 1966
Citizens + Southern National
Bank of South Carolina
 By: W. L. Phiergo
 Witness: Frances Lawson
 Witness: Way C. Hill

SATISFIED AND CANCELLED OF RECORD
5 DAY OF Dec. 1966
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A M. NO. 13898