

27908

RECORDING FEE

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125 OLLIE EARNSWORTH REAL PROPERTY AGREEMENT R.M.C.

South Carolina National 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: All that piece, parcel or lot of land in Chick Springs Township, County of Greenville, State of S.C., located near Pleasant Grove Baptist Church, and being shown and designated as all of lot numbers Thirty Seven(37) and Thirty Eight (38) on plat of property of J.M. Mattox Estate, made by H.S. Brockman, surveyor, dated Nov. 6, 1956, recorded in plat book "JJ" page 127, Greenville Count RMC Office and having the following metes and bounds, to wit: Beginning at a stake on the East side of a newly cut dirt road at the joint front corner of lots 36 and 37 and running thence S. 4-41 W., 270.5 feet along the East side of said road to a point on the line of lands formerly of Arthur Harbin; thence S. 79- 48 E. 200.93 feet along the line of the Harbin property; thence N. 4-41 E., 290.7 feet to the joint corner of lots 36, 11 and 12; thence N. 85-19 W., 200 feet along the South side of lot No. 36 to the beginning corner.

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.

Witness Reuben D. Sitton, Jr. x Juanita W. Goodson (L. S.)

Witness Genevieve P. Gregory (L. S.)

Dated at: Greenville, S.C.
June 5, 1970
Date

State of South Carolina
County of Greenville

Personally appeared before me Reuben D. Sitton, Jr. who, after being duly sworn, says that he saw the within named Juanita W. Goodson sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Genevieve P. Gregory witnesses the execution thereof.

Subscribed and sworn to before me
this 12 day of June, 19 70
Reuben D. Sitton, Jr.
(Witness sign here)

Shirley C. Deaton
Notary Public, State of South Carolina
My Commission expires ~~at the will of the Governor~~
Dec 10, 1979

Recorded June 18, 1970 At 3:53 P.M. # 27908

50-111

SATISFIED AND CANCELLED OF RECORD
6TH DAY OF Dec. 1970
Dannie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 8:45 O'CLOCK A. M. NO. 58721

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 122 PAGE 196