

FILED
GREENVILLE CO. S. C.

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2730

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Return To:

South Carolina National Bank
Greenville, S. C.

REAL PROPERTY AGREEMENT

OLLIE FARNSWORTH

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 certain piece, parcel or lot of land in Greenville County, State of South Carolina, on the eastern side of Buckingham Road, being shown and designated as Lot #243, Section B, Gower Estates, recorded in Plat Book XX at pages 36 and 37, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the eastern side of Buckingham Road at the joint front corner of Lots 243 and 244 and running thence with the line of Lot 244 S. 76-41E., 175 feet to a pin; thence N. 13-19 E., 100 feet to a pin at the rear corner of Lot 242; thence with the line of Lot No. 242, N. 76-41 W., 175 feet to a pin on Buckingham Road; thence with the eastern side of Buckingham Road S. 13-19 W. 100 feet to the point of beginning.

This being the same property as conveyed to the grantors herein by deed recorded in the R.M.C. Office for Greenville County in Deed Book 740 at page 127.

As a part of the consideration herein, the grantee agrees to assume and pay the balance due under a mortgage to Fidelity Federal Savings & Loan Association recorded in the R.M.C. Office for Greenville County in Mortgage Book Volume 946 at page 162, and having a current balance of \$17,558.93.

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 [Signature]

Paul P. Karns (L. S.)

Witness [Signature]

Sara Karns (L. S.)

Dated at: Greenville, S.C.

7-24-70
Date

This conveyance is subject to those certain Restrictive Covenants recorded in the R.M.C. Office for Greenville County in Deed Book 693 at page 7, reference to which is hereby craved.

State of South Carolina
County of Greenville

Personally appeared before me J. E. Miano who, after being duly sworn, says that he saw the within named Paul P. Karns and Sara Karns sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with V. H. Williams witnesses the execution thereof.

Subscribed and sworn to before me this 24 day of July, 19 70

[Signature] (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

12-10-79 Recorded August 3, 1970 At 4:20 P.M. # 2730

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SEARCHED AND CANCELLED OF RECORD
13th DAY OF Dec - 19 77
Dennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
452 McClock P. M. NO. 18158

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 53 PAGE 204