

OCT 5 3 30 PM '70
OLLIE FARNSWORTH
R.M.C.

REAL PROPERTY AGREEMENT

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, with all improvements thereon, situated, lying and being in the State of S.C., County of Greenville, in Butler Township, and being known and designated as Lot # 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 & 48 and running thence N. 10-00 W. 168.7 feet to a point at the joint rear corner of Lots 47 & 48; thence N. 80-30 E. 100 ft. to a point at the joint rear corner of Lots 48 & 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 & 49; thence with the northern side of Linwood Ave., S.80-00 W. 100 ft. 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 Plat Book GG, at page 75, and being 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 Carroll B. Carver (L. S.)
Witness Diane Cason x Betty A. Carver (L. S.)

Dated at: Greenville, S.C.
Oct. 1, 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 Carroll B. Carver and Betty A. Carver sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Diane Cason witnesses the execution thereof.

Subscribed and sworn to before me this 2 day of Oct., 1970
Reuben D. Sitton, Jr.
(Witness sign here)

Walter C. Ogden
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED AND CANCELLED OR RETURNED
974 DAY OF May 1983
Hansie L. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 402 O'CLOCK P. M. NO. 29516

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 80 PAGE 1174

R.M.C. Office for Greenville County in Deed Vol. 658, at page 217.
Recorded October 9, 1970 At 3:30 P.M. # 8623