

GREENVILLE CO. S. C.

NOV 25 4 05 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: Beginning at an iron pin in the northwestern side of Juanita Ct. at the joint front corner of Lots Nos. 8 and 9, and running thence with the joint line of said lots, N. 28-30 W. 119.2 ft. to an iron pin; thence N. 64-28E. 135.5 ft. to an iron pin, corner of Lot 7; thence with the line of said lot, S. 13-30 E. 86.8 ft. to an iron pin on the northwestern side of Juanita Ct.; thence with the curve of Juanita Ct. in a southwesterly direction 71 feet to an iron pin; thence still with Juanita Ct., S. 61-30 W. 54.2 ft. to the point of beginning; and being a portion of the property conveyed to W. L. King by C. D. Bugg and Annie M. Bugg by deed dated June 30, 1952 and recorded in the RMC office for Greenville County in Deed Vol. 458 at Page 288; the said W. L. King conveyed

that one-half interest in this property and if other property be conveyed to the undersigned, jointly or severally, and does hereby assign the rents and profits 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 to do 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 due to the Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation hereinbefore mentioned 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 place 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 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 of the State of South Carolina showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, enforceability and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness A. Dennis Mauldin

Witness Mauldin

Dated at: Greenville
11-16-70
Date

State of South Carolina
County of Greenville

Personally appeared before me A. Dennis Mauldin who, after being duly sworn, says that he is the within named James E. Pruitt and Sarah Ann Pruitt sign, seal, and as the 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 16 day of November, 19 70

A. Dennis Mauldin
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
12-10-79

Recorded November 25, 1970 At
4:06 P.M. # 12558

Recorded in RMC Office for G'Ville
County in Plat Book BB at Page 153

by deed dated Sept. 21, 1953 and recorded in the RMC office for G'Ville County in Deed Vol. 487, at page 48. The said Waymon M. Hughes died in 1955 leaving all of his property to his wife, Ollie Farnsworth Hughes and also leaving full power of sale to his wife, Ollie Farnsworth Hughes, as more fully appears in the office of the Recorder of Deeds for the County of Greenville, South Carolina, in Deed Vol. 458 at Page 288. The property is shown on the Township Tax Maps Sheet 1497, Block 2, Lot 8.