

RECORDING FEE PAID \$ 1.25
OCT 20 1971
Mrs. 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 BANK OF GREER, GREER, S. C. (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 of that certain parcel or lot of land containing 2.7 acres, more or less, situated on the south side of the Greer-Oneal Road (State Highway No. 110), about 1/2 mile northward from the City of Greer, Chick Springs Township, Greenville County, State of South Carolina, and being Lot No. 1 on Plat No. 1 of the L.W. Jones Est. According to survey by H.S. Brockman, Surveyor, dated May 23, 1951, and having the following courses and distances, to wit: BEGINNING at a point in the center of the Greer-Oneal Road at the intersection of the Jones Road, and running thence along said Jones Road, S. 2-06 E. 100 feet and S. 2-54 W. 100 feet and S. 24-34 W. 100 feet to a point in the road (iron pin back on bank); corner of Lot No. 2; thence along the line of Lot No. 2, S. 75-15 E. 281.5 feet to an iron pin near a small hickory; thence N. 39-44 E. 328 feet to the center of

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, or 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 or 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 the 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, legates, 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 containing force of this agreement and any person may and is hereby authorized to rely thereon.

N. 76-06 W. 451 feet to the beginning corner. Deeded to Leila Jane Loftis by P.W. Brown deed recorded in Book 616 page 185 R.M.C. Office for Greenville County

Witness Ann L. Pettit (L.S.)
Witness Fay H. Fowler Lela J. Loftis (L.S.)

Dated at: Greer, S. C.
October 19, 1971
Date

State of South Carolina

County of Greenville

Personally appeared before me Ann L. Pettit who, after being duly sworn, says that he saw (Witness)

the within named Mrs. Lela J. Loftis sign, seal, and as their (Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Fay H. Fowler (Witness)

witness the execution thereof.

Subscribed and sworn to before me
this 19 day of October 19 71
Ann L. Pettit (Witness sign here)

Fay H. Fowler
Notary Public, State of South Carolina
My Commission expires

50-111 MY COMMISSION EXPIRES
JAN. 31, 1978

Real Property Agreement Recorded October 20, 1971 at 10:45 A. M., #11337

SATISFIED AND CANCELLED OF RECORD
15 DAY OF May 19 73
Dennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 11:00 O'CLOCK 2 M. NO. 32700

FOR SATISFACTION TO THIS MORTGAGE SEE
SATISFACTION BOOK 16 PAGE 145