## OLLIE FARNSWORTH R.M. BEAL 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 those two certain pieces, parcels or tracts of land situate, lying and being in the State of South Carolina, County of Greenville, and in Saluda Township, about mine-tenths of a mile east of Marietta, aggregating  $6\frac{1}{2}$  acres, more of less, on the Talley Bridge Rd., and on both sides of the North River Rd., being the home place of Sion B. Batson, and being composed of two tracts, as shown on plat thereof made by W.U. Hunt, Surveyor, in October, 1891, and having the following metes and bounds to-wit: Tract No.1 containing  $58-\frac{1}{2}$  acres, more or less, described as follows: Beginning at a stone in the road and running thence S.  $73\frac{1}{2}$  W. 30.00 chains to a stone by a post oak; thence S.  $13\frac{1}{4}$  W. 7.66 chains to a stone 3 X; thence S.  $51-\frac{1}{2}$  E. 8.90 chains to a stone by a hickory; thence S. 53 E. 3.30 chains to a stone by a popular 3x; thence S.  $11\frac{1}{2}$  E. 3.91 chains to a black gum 3x; thence S.  $36\frac{1}{2}$  E. 2.29 chains to a stone; thence crossing the road, N.23 E.

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 John D. Wiet W. Johnson (L. S.)  Witness J. Jul S.  Dated at: 4 Mul S.  Date Date Date Date Date Date Date Date
Date
State of South Carolina
County of July
A CO TO
Personally appeared before me who, after being duly sworn, says that he saw
the within named John W Johnson and will 5 Johnson sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with
(Witness)
witnesses the execution thereof.
Subscribed and sworn to before me
this 23 day of Nov 19 (Witness sign here)
E Company
Notary Public, State of South Carolina
My Commission expires at the will of the Governor.
(Continued on next page)
(SOLITERACE OF FORCE)

OR SATISFACTION TO THIS MORTGAGE SEE
ATISFACTION BOOK 20 PAGE 133

SATISFIED AND CANCELLED OF RECORD

26 DAY OF Nov. 1973

Bannie & Jankersen

R. M. C. FOR GREENVILLE COUNTY; S. C.

AT 2:54 O'CLOCK P. M. NO. 13887