## GREENVILLE CO. S. C.

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## OLLIE FARMSWORTHREAL PROPERTY AGREEMENT

Figural Bank

R. M. C.

In consideration of such losins 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 neverally, and until all of such losins 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 puy, prior to becoming delinears.

- 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 connent of Bank, to refrain from comating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, ansigning or in any manner disposing of, the real property described below, or any interest therein; or any lesses, rents or funds held under rescrow agreement relating to said premises; and
- All that certain piece, parcel or lot of 3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land situate in the County of G'Vill, Gantt Township, State of S. C., known and designated as Lot #69, according to plat of property of Woodfields, Inc., a subdivision located on the southwest side of the Augusta Rd., said lot having the following metes and bounds, as shown on plat made by Dalton & Neves, Engineers, March, 1947, recorded in the R.M.C. Office for G'Ville County in Plat Book S, Page 7: Beginning at an iron pin on Ridgeway Dr., joint corner of Lot 70; thence along the line of Lot 70, N. 45-51 W. 208.4 ft. to an iron pin; thence S. 42-45 W. 70 ft. to an iron pin, joint rear corner of Lot 68; thence along the line of Lot 68 S. 45-51 E. 206.7 ft. to an iron pin on Ridgeway Dr.; thence along Ridgeway Dr. N. 44-09 E. 70 ft. to the beginning corner. As a part of the consideration for this deed, the grantee expressly assumes and agrees to pay the bal. due on a certain note and mortgage executed by Woodfields, Inc. to the Peoples National Bank of G'Ville, S.C.

dated May 29, 1948 in the original amount of \$7,600.00. That if default be made in any puyment of principal or interest, on any notes hereof or hereufter 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 ponsession 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 authoraces as Bank, in its discretion, may elect. authorized and permitted to cause this instrument to be recorded at such time and in such
- 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
assigns, and time to the butlet of rank and its successors and assigns. The stricts of any officer of department manager of Pank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effective-
neas and continuing force of this agreement and any person may and is hereby authorized to gely thereon.
Witness Quelus Marie Warris (L. S.)
Witness Del & Seurs Leonor Q Knderick (L. S.)
Dated at: 1-14-72 Greenville
1-14-72
State of South Carolina
County of
Permonally appeared before me Pauline M. Woodside who, after being duly swom, says that he saw
the within named David W. & Eleanor O. Roderick sign, seal, and as their
(Horrowers)
act and deed deliver the within written instrument of writing, and that deponent with <u>Gail B. Jawter</u>
witnesses the execution thereof.
Subscribed and sworn to before me
this 14 day of Jan 1972
In & Continued (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

12-10-79 50-111 Real Property Agreement Recorded January 24, 1972 at 4:30 P. M., #20064