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BOOK 816 PAGE 372

OLLIE FARNSWORTH REAL PROPERTY AGREEMENT

23245

In consideration of loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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; and
- 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of

Greenville State of South Carolina, described as follows:

All that piece, parcel or lot of land in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as the greater part of Lot No. 7, Section E of Croftstone Acres as shown on Plat recorded in the R.M.C. Office for Greenville County, S. C. in Plat Book Y, page 91, and being more particularly described according to survey and Plat of Piedmont Engineering Service, August 1954, as follows:

BEGINNING at an iron pin on the South side of Broughton Drive, corner of Lot No. 6; thence with the line of said lot, S. 29-33 E. 132.3 feet to an iron pin; thence S. 53-30 W. 133.4 feet to an iron pin on Summit Drive; thence with said Drive, N. 32-20 W. 107 feet to an iron pin; thence along a curve to the right, the chord of which is N. 8-19 E. 34.6 feet, to an iron pin on Broughton Drive; thence with said Drive, N. 48-58 E. 94.5 feet to an iron pin; thence still with said Drive, N. 61-54 E. 26 feet to the beginning. This is the same property conveyed to the grantor herein by James C. Balentine by his deed dated August 20, 1954, recorded in aforesaid Register's office in Deed Book Volume 506, page 396. As a part consideration, grantee assumes against the premises herein the balance due on a certain mortgage given by the said John W. Snead to Central Realty Company in the original amount of \$17,000.00 and on which there is a balance due as of this date of \$15,211.57.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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, effect, and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness Marjorie K. Williams X William Douglas McElfee  
Witness Bobby J. Nelson X Ann B. McElfee

Dated at: Durham, South Carolina 3-20-67  
Date

State of South Carolina  
County of Durham

Personally appeared before me Marjorie K. Williams who, after being duly sworn, says that he saw the within named William Douglas McElfee and Ann B. McElfee sign, seal, and as their and deed deliver the within written instrument of writing, and that deponent with Bobby J. Nelson witnessed the execution thereof.

Subscribed and sworn to before me this 20 day of March, 1967 Marjorie K. Williams (Witness sign here)

Shirley Barton Evans  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Recorded March 28th., 1967 At 3:26 P.M. # 23245

PAID AND FULLY SATISFIED  
THIS THE 26 DAY OF May 1967  
THE CITIZENS AND SOUTHERN NATIONAL  
BANK OF SOUTH CAROLINA  
GREENVILLE, S. C.  
By J. Robert Stogness Jr. Vice President  
By De Fay C. Gudd operation Officer  
WITNESS Mildred King  
W. Sean Hudson

SATISFIED AND CANCELLED OF RECORD  
12 DAY OF June 1967  
Ollie Farnsworth  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 4:45 O'CLOCK P M. NO. 30341