

29 1961
 The Citizens & Southern
 National Bank of South Carolina
 By: J. Clarence Hopke asst. V.P.
 Witness: C. Parker Butler
 Witness: Francis Lawson

31 DAY OF Jan. 1967
 Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:00 O'CLOCK A.M. NO. 18076

125

12739

BOOK 760 PAGE 472

REAL PROPERTY AGREEMENT

RECORDED
 OCT 29 1964
 R. M. C.
 Mrs. Ollie Farnsworth

In consideration of such 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 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 assessed 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 those pieces, parcels or lots of land situate lying and being in Chick Springs Township, Greenville, County, State of South Carolina on the western side of Rose Garden Street and being known and designated as lots Nos. 25, 26, 27 and 28 of Block "E" of Buena Vista as shown on plat thereof recorded in the R.M.C. office for Greenville County in Plat Book "J" at page 11 and having according to said plat the following metes and bounds to-wit; Beginning at an iron pin on the western side of Rose Garden Street at the joint front corner of lots nos. 24 and 25 and running thence along said street, S9-43E, 140.8 feet to an iron pin thence S. 73-08 W, 145.7 Feet to an iron pin, thence N. 13-17 W, 140 feet to an iron pin thence N. 73-03 E, 156.4 feet to the point of beginning.

The above is the same property conveyed to the grantor by deed Book 579, at page 227.

As part of the consideration of this conveyance the grantee assumes and agrees to pay the balance due on the mortgage over the above property to General Mortgage Company recorded in Mortgage Book 621 at page 43, the balance now due and owing being \$7,671.35.

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

Witness Virgil C. Jones x Margaret E. Cooper
 Witness Betty W. Higgins x

Dated at: Greenville, South Carolina 10/27/64

State of South Carolina
 County of Greenville

Personally appeared before me Virgil C. Jones who, after being duly sworn, says that he saw the within named Margaret E. Cooper (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Betty W. Higgins witnesses the execution thereof.

Subscribed and sworn to before me this 27 day of October, 1964 Virgil C. Jones (Witness sign here)
Martha Ann Chewa
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

sc-75-R Recorded October 29th., 1964 At 9:30 A.M. # 12739