

SEP 23 4 18 PM '71

1.25

REAL PROPERTY AGREEMENT
OLLIE FARN'S WORTH
R. M. C.

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

All that lot of land in the County of Greenville, State of South Carolina, known as lot 27 on revised plat of Meadowbrook subdivision in Travelers Rest according to plat of record in the RMC Office for Greenville County in plat book PP at page 113, and having the following metes and bounds, to-wit: Beginning at a point on the Southern side of Toler Rd. at the joint front corner of lots 26 & 27 and running thence S 03-00 W. 190 ft. to a point at the joint rear corner of lots 26 & 27; thence S 87-00 E. 84 ft. to a point at the joint rear corner of lots 27 & 28; thence N. 03-00 E. 190 ft. to a point on the southern side of Tolar Rd. at the joint front corner of lots 27 & 28; thence with the southern side of Toler Rd. N 87-00 W., 84 ft. to the point of beginning. Being the same conveyed the grantor by deed of William R. Timmons, Jr. as Trustee dated March 13, 1959 and to be recorded.

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 Boyce L. Benjamin Dayton Buchanan (L. S.)
 Witness W. H. Williams Mary Ann Buchanan (L. S.)

Dated at: Greenville
9-20-71
 Date

State of South Carolina
 County of Greenville

Personally appeared before me Boyce L. Benjamin who, after being duly sworn, says that he saw the within named Dayton Buchanan and Mary Ann Buchanan sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with V. H. Williams witnesses the execution thereof.

Subscribed and sworn to before me
 this 20th day of Sept, 19 71
W. E. Courtney
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

Boyce L. Benjamin
 (Witness sign here)

Real Property Agreement Recorded September 23, 1971 at 4:18 P. M., #8778
 50-111

~~CANCELLED AND CANCELLED OF RECORD~~
18 DAY OF April 19 88
Hannie S. Tankersley
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 8:36 O'CLOCK A. M. NO. 14299

FOR SATISFACTION TO THIS MORTGAGE SEE
 SATISFACTION BOOK 107 PAGE 362