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OLLIE FARNSWORTH  
R. M. C.

VOL 909 PAGE 444

Return To:  
The National Bank  
of Charleston, S. C.

REAL 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 that certain lot or tract of land lying in the State of S.C. County of Beaufort, on the Nash Mill Rd and shown as 20 acres, more or less on a plat of the Estate of F. H. Harrison by W. J. Riddle, Surveyor dated June 2, 1950 and having according to said plat the following metes & bounds to-wit, Beginning at an iron pin in Martin Rd as the corner of a 5753 acre tract shown on said plat and being thence with said tract N. 48-30 W., 342.9 ft to an iron pin; thence N. 5-20 E., 2,080.6 ft to an iron pin near the center of a creek; thence with the creek as the line, N. 70-05 W., 93 ft. and N. 61-45 W., 78.5 ft. to a stake; thence S. 10 E., 83 ft to a stake; thence S. 9-20 E., 32 ft. to a stake; thence S. 48-55 W., 466 ft. to a stake; thence along the line of property now on farms of the Browder Estate, S. 5-20 W., 600 ft. to a stake; thence S. 5-30 W., 963.5 ft. to a point on the Southwestern side of Nash Mill Rd; thence running along the side of said road, S. 48-30 E., 414 ft to a point; thence N. 66-12 E., 400 ft to an iron pin at the point of beginning. This is the same property conveyed to the grantor by deed recorded in the RMC ofc for Beaufort Co in Book 887 page 325.*

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 Linda L. Hartzell Daniel L. Howell (L. S.)

Witness J. E. Howard Siraldini Howell (L. S.)

Dated at: Beaufort S.C.

2-23-71  
Date

State of South Carolina  
County of Beaufort  
Personally appeared before me Linda L. Hartzell who, after being duly sworn, says that he saw the within named Daniel L. Howell & Siraldini Howell sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with J. E. Howard witnesses the execution thereof.

Subscribed and sworn to before me  
this 23 day of Feb, 1971  
Eric C. Conroy  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

12-10-79 Recorded February 25, 1971 At 4:03 P.M. # 19832