SATISFACTION BOOK 102

DEC 20 3 15 P1' '71

OLLIE FARNSWORTH R. M. C. REAL PROPERTY AGREEMENT

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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: Beginning at an iron pin on the northern side of Tucson Prive at the joint front corner of Lots 34 % 35 and running thence with the line of Lot 34, N)-15 E 150 feet to an iron pin; thence N 89-15 W 150 feet to an iron pin at the joint rear corner of Lots N o. 35 & 36; thence with the line of Lot No. 36, S 0-15 W 150 feet to an iron pin on the northern side of Tucson Drive; thence with the northern side of Tucson Drive, S 89-45 E 190 Feet to the point of Peginning.

Said conveyance is made subject to the conditions, restrictions and easements of

This being the smae property conveyed to the grantor herein by deed recorded in Deed Book 867. Page 571 any of the terms hereof, or if default be made in any payment of principal or interest, 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 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.
- 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 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 inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit of Bank and its successors and assigns.

State of South Carolina

County of Guenville

writing, and that deponent act and deed deliver the within written instrument of

witnesses the execution thereof

ile. this 6 day of

Notary Public, State of South Carolina
My Commission expires at the will of will of the

12-18-80

Real Property Agreement Recorded Docember 28th, 1971 at 3:15 P.M.