## REAL PROPERTY AGREEMENT

فاستري ومسايتك ووالماسي ويسافها

In consideration of such loss 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 loss 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 exercity agreement relating to said premises; and
  - 3. The property referred to by this agreement is described as follows:.

BEGINFING at a point on the southern side boundary of Virginia A. Joines Property in line of property now or formerly owned by Joe E. Woodward, which point is located 370.9 ft. in a southwesterly direction from the west side of St. Mark Road as measured along the Joines southern side boundary line, and running thence S 34-30 W, 49.5 ft. to an iron pin; thence S. 61-00 W. 99ft. to an iron pin; thence S 15-36 W. 250.2 ft. to an iron pin; thence S 51-30 W, 238 ft. to an iron pin; thence N 37-24 W, 419 ft. to an iron pin; thence N. 71-00 E, 249 ft. to an iron pin; thence N. 29-15 E. 155 ft. to an iron pin; thence S 86-35 E, 145 ft. to an iron pin; thence S 23-11 E. 70 ft. to the point of beginning.

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 Wark Tools (L. S.)  Witness Witness (L. S.)  Dated at:     10 - 14 - 72     Date
State of South Carolina
County of Avenuelle
Personally appeared before me who, after being duly sworn, says that he saw
the within named W.D. Rumolds (Witness)
act and deed deliver the within written instrument of writing, and that deponent with July Whilmer
witnesse's the execution thereof.
witnesses the execution thereof.
Subacribed and sworn to before me
this yet day of Ocenes, 162
Pat Collinsant (Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the Workshop Common (Continued on next page)
(contained on next page)