JCP 30 4 12 PH '76 OLLIE FARNSWORTH R. M. C. REAL PROPERTY AGREEMENT

VOL 899 PAGE 429 Return To:

1 Cereline 11: "on 1 part

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 fully 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 BANK OF

- 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 Northwest side of Patterson Street at joint front corner of Lots 4 and 5 and running thence with the line of Lot 4, N. 44-0 W. 136.6 feet to an iron pin on the Southeast side of Fort Street; thence with the Southeast side of Fort Street N. 46-0 E.68.3 feet to an iron pin; thence with the line of Lot 6, S. 14-0 E. 142 feet to an iron pin on the Northwest side of Patterson Street; thence with the Northwest side of Patterson Street S. 50-52 W. 65 feet to the beginning corner.

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 W. L. Handelin	Ideal Laundry & Oleaners By Ornus Villman	(L. S.)
Witness Brokenice Daires		(L. S.)
Dated at: Jelenielle, DC.	•	
9-25-70 Date		
Date	•	
State of South, Carolina		
County of Milnielle		
Personally appeared before me W. L. Henderson (Witness)	who, after being duly sworn, says	that he saw
the within named <u>Ernest Pittman</u>	sign, seal, a	and as their
(Borrowers) act and deed deliver the within written instrument of writing, and t	hat deponent with Barbara Davis	<u></u>
witnesses the execution thereof.	(wathers)	
Subscribed and sworn to before me		
this 25 day of Sept. , 19 70	XIII dun	
Daril P. Wielouks	(Witness sign here)	
Notary Public State of South Carolina		

My Commission expires at the will of the Governor Recorded September 30, 1970 At 4:12 P.M. # 7824