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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...

- 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...
3. The property referred to by this agreement is described as follows:

BEGINNING at an iron pin on the Southern side of Lermann Drive at the joint corner of Lots Nos. 23 and 24, and running thence with the line of Lot No. 23 S. 15-36 W. 09.4 feet to an iron pin at the joint corner of Lots Nos. 24 and 25; thence with the line of Lot No. 25 N. 78-39 W. 151.8 feet to an iron pin on the Southeastern side of Fairfield Road; thence with the Southeastern side of Fairfield Road N. 24-17 E. 80 feet to an iron pin; thence with the curve of the intersection of Fairfield Road and Lermann Drive, the chord of which is N. 85-29 E., 20.7 feet to an iron pin on the Southern side of Lermann Drive; thence with the Southern side of Lermann Drive S. 63-15 E. 39.1 feet to an iron pin; thence continuing with the Southern side of Lermann Drive S. 72-25 E 84 feet 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.

Witness A. J. Rothacker Jr. Paul W. Goodwin (L. S.)
Witness John F. Barrett Carolyn P. Goodwin (L. S.)

Dated at: SAN BARK
May 5, 1978
Date

State of South Carolina
County of CREEKVILLE

Personally appeared before me A. J. ROTHACKER JR. who, after being duly sworn, says that he saw the within named PAUL W. GOODWIN and CAROLYN P. GOODWIN sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with JOHN F. BARRETT witnesses the execution thereof.

Subscribed and sworn to before me
this 5th day of May, 1978
Martha B. Duchan
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

(Witness sign here)

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RECORDED MAY 11 1978 at 9:52 A.M.

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