800-1520 FASE 605

REAL PROPERTY AGREEMENT

In consideration of such tours and indebtedness as shall be made by or become due to American Federal Savings and Loan Association of Green-ville, S. C. (hereinafter referred to as "Association") to or from the undersigned, jointly or severably, and until all of such toans and indebtedness have been paid in full, or until twenty-one years following the death of the tast 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 Association, 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 futals held under escrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows: a brick, three bedroom, two bathroom residence located at 4 Tazewell Drive; Richmond Hills Subdivision; Greenville, South Carolina 29609.

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That if default be made in the performance of any of the terms beroof, or if default be made in any payment of principal or interest, on any notes bereof on breafter signed by the understand agrees and does beroby assum the roots and profits urising or to arise from said premises to the Association 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 Association when due, Association, at its election may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.
- 5. That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.
- 6. Upon payment of all indebt classs of the undersigned to Association this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their beirs, legaters, desirers, idministrators, executors, nuccessors and assigns, and inure to the benefit of Association and its successors and assigns. The affidies to of any office of department manager of Association 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.

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July 14, 1983			
Cate			

State of South Carolina

County of Greenville

Personally appeared before me. Robin K. Bryson who, after being duly sworn, says that

She saw the within named Kendall Ray McCroskey and Deborah H. McCroskey

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lyn S. Jordan

witnesses the execution thereof.

Subscribed and sworn to before me

Notary Public, Seater of Swith Carolina

My Commission expirer Sept. 18 (9) 91

Kohn X 33

REcorded Aug. 11,1983

et 11:00 A.M.

CL101

71328 W.P.

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