voi 1646 PASI 977

REAL PROPERTY AGREEMENT

consideration of such loans and indebtedness as shall be made by or become due to American Federal Savings and Loan Association of Greenvilla (S) (hereinafter referred to as "Association") 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 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 funds held under escrow agreement relating to said premises; and

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

11 Thiverwood Court Greenville S. C. 29611 BENER Forest SUBDINISION

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 agrees and does hereby assign the rents and profits arising 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.

Upon payment of all indebtedness 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 heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The affidavit of any officer or 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 mut and is hereby authorized to rely thereon.

Lebi of L	On a My Sitter	
Witnes V	James M. Ditton a.	S.)
Witness Belly J. W.	ien Jenny M. Sitton a.	S.)
Dated at: American Federal Be	erea	
1-23-84	STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA STATE OF SOUTH CAROLINA TAX COMMISSION	
Date		
	DOCUMENTARY	
and the discontinu	MATISTES STAMP EO LOS TO	
State of South Carolina	100 11464	
County of Greenville	A CONTRACTOR OF THE CONTRACTOR	
Personally appeared before me Katl	hi H. Lee who, after being duly swom, says th	at
_	(Witness)	
She saw the within named Jame	es M. And Jenny M. Sitton (Borrowers)	
		3
sign, seal, and as their act and deed deliver the wit	thin written instrument of writing, and that deponent with Betty J. Willis	<u> </u>
witnesses the execution thereof.		
Subscribed and swom to before me 23 January 84	4 Hark H Lu	
thisday of, 19	(Witness sign here)	—
L Bandolu I Sail		
C. J. Guerra	RECORDED FFR 7 1984 at 10:00 A/M	

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WAR CHIEF WAR

004-20-00679720

My Commission expires AY COMMISSION, TOXPIRES 2-28-1993

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