

RECORDING 64
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JAN 30 1974
DONNIE S. TAVARISSETT

REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to Fidelity Federal Savings and Loan Association of Greenville, S. C. (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: "All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 180 of a subdivision known as Botany Woods Sector IV according to a plat thereof prepared by Piedmont Engineering Service, dated August 1961, and recorded in the R.M.C. Office for Greenville County in Plat Book YY at Page 23 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin on the southern side of Bridgewater Drive at the joint front corner of Lots 180 and 181 and running thence with the wouthern side of Bridgewater Drive, N. 41-41 W. 35 feet to an iron pin; thence continuing with the southern side of Bridgewater Drive, N. 52-05 W. 47.8 feet to an iron pin; thence continuing with the southern side of Bridgewater Drive, N. 53-27 W. 77.2 feet to an iron pin at the joint corner of Lots 179 and 180; thence with the joint line of said lots (CONT'D ON REVERSE SIDE) 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.
6. 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 may and is hereby authorized to rely thereon.

Witness Joan Ray (L.S.)
 Witness Mary Hirnel (L.S.)
 Witness Perry D. & Martha C. Hall (L.S.)

Dated at: Greenville, South Carolina
January 14, 1974
Date

State of South Carolina
 County of Greenville

Personally appeared before me Joanne Ray (Witness) who, after being duly sworn, says that she saw the within named Perry D. & Martha C. Hall (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mary Hirnel (Witness) witnesses the execution thereof.

Subscribed and sworn to before me
 this 24th day of January, 19 74
Joanne D. Bowen
 Notary Public, State of South Carolina

Joanne Ray
 (Witness sign here)

My Commission expires Dec 31, 1981
 Form 2075

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