## REAL PROPERTY AGREEMENT

Val 1036 FATS 821

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:

202 Dumbar Street, and 17 Loop Street, Greenville, South Carolina FILED

Single family dwellings



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.

| Personally appeared before me Lewis Martin who, after being duly sworn, says that   | Witness Lin W Marth James Bowling Sor (1.5)  Witness Vicky Madder Cynthea Brueling (1.5)  Dated at: Fidelity Federal Savings & Loan  May 20, 1976  Date |
|---|---|
| Personally appeared before me Lewis Martin who, after being duly sworn, says that   | State of South Cambina  |
| Personally appeared before me Lewis Martin who, after being duly sworn, says that   | State of South Catomia  |
| he saw the within named James Bowling and Cynthia Neal Bowling  (Borrowers)  sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Vicky S. Madden (Witness)  Subscribed and sworn to before me  this 20 day of 7204 (Witness sign here)  Notary Public, State of South Carolina | County of Greenville  |
| sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Vicky S. Madden (Witness)  Subscribed and sworn to before me this 20 day of Trong 1976  Witness gra here)  Notary Public, State of South Carolina  | (Witterst)  Towns Deviling and Comphin No. 1 Rowling  |
| witnesses the execution thereof.  Subscribed and sworn to before me  this 20 day of 720 1976  (Witness sign here)  (Witness sign here)  | <del></del>   |
| witnesses the execution thereof.  Subscribed and sworn to before me  this 20 day of 720 1976  (Witness sign here)  (Witness sign here)  | sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Vicky S. Madden                          |
| Subscribed and sworn to before me  this 20 day of Trad 1976  (Witness sign here)  Notary Public, State of South Carolina  | (Titnem)  |
|   | Subscribed and sworn to before me  this 20 day of March  (Witness sign here)  |

RECORDED MAY 24'76

At 1:00 P.M.

30326

A328 8N.23