VOL 1173 PEST \$06

## REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to American 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:

101 FLAMINGS PRIVED GREENVILLE, SC 29609	
FILED  SEP 1 4 1982  Decree 5 12/RICE  RECOMMENT SIZE 12/RICE  RECOMMENT SIZE 12/RICE  RECOMMENT SIZE 12/RICE  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 conditions are size 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 the otherwise that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with the authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.	
when due, Association, at its election may deciare the entire remaining unpart principal and interest of any obligation 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.	
8. 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 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 Jana J. Fisher Kg H Jurner of (L.S)	
Witness Thelane Parich	
Dated at: GREENVILLE, SC	
Dated at: GREENVILLE, SC  9-1-82  Date  Date	
9-1-82 Date	
9-1-82  Date  State of South Carolina	
Personally appeared before me	
State of South Carolina  County of GREENUILLE  Personally appeared before me JANA FISHER (Witness)  She saw the within named RDY A. TURNER, JR.  (Borrowers)	
Personally appeared before me SANA FISHER Who, after being duly sworm, says that the saw the within named ROY A. TURNER, JR.  (Borrowers)  MELANIE A. TURNER, JR.	
Personally appeared before me SANA FISHER Who, after being duly sworm, says that the saw the within named ROY A. TURNER, JR.  (Borrowers)  MELANIE A. TURNER, JR.	
Personally appeared before me SANA FISHER Who, after being duly sworm, says that the saw the within named ROY A. TURNER, JR.  (Borrowers)  MELANIE A. TURNER, JR.	
State of South Carolina  County of GREEN ILLE  Personally appeared before me  She saw the within named  South Carolina  Low A. TURNER, JR.  Sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with MELANIE POICH  witnesses the execution thereof.  Sabscribed and sworm to before me  this day of	
Personally appeared before me SANA FISHER Who, after being duly sworm, says that the saw the within named ROY A. TURNER, JR.  (Borrowers)  MELANIE A. TURNER, JR.	