voci 538 n. 966

## REAL PROPERTY ACREEMENT

In consideration of such foans 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 unidersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until thenty 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 these 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:

25 Richwood Drive Greenville, SC 29607

GREENVILLE CO.

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 support by the understand 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 rf 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 withoused and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, they elect.

& Upon payment of all indicatedness of the undersigned to Association this agreement shall be and become void and of no effect, and until then it shall apply to and bend the undersigned, their heirs, legaters, despect, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The affective of any officer or department manager of Association showing any part of said indicatedness to remain ungain shall be and constitute conclusive evulence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely therein.

C. Guerra	Drolettli Jan	mP. Salode Ja-	(za)ası
Words Dage	us B. Bell , Cipal	Can Sa Casta	(L S)
Durds Greenville,	· ·		BOULLA
11-7-83		STATE OF SOUTH CA	MARIESION :
Tate	- •	DOCUMENTARY OF	
Seate of South Carolina		PS HASE	
County of Greenville	_		•
The same and before me	Ginny A. Doolittle	who, after being duly	servera, sayes that

. W. Cares he saw the within named James P. and Cynthia F. LaCoste sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposent with Margaret B. Bell witnesses the execution thereof. Subscribed and sworn to before me this 7th day of November

Frances C. Stricklank

/1 N 25 83 1316 Recorded Nov. 25, 1873 at 10:00 424.44 4.00CI

My Commission expires F- 24 19 23

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