

FILED
AUG 31 1982
DORIS E. TINKER

VOL 1173 PAGE 156

REAL PROPERTY AGREEMENT

BOOK 78 1574

In consideration of the 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, the undersigned, jointly and severally, do hereby 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:

House & Lot located 101 Manassas Dr.
Simpsonville, S. C. 29681

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, the undersigned agrees and does hereby assign the rents and profits arising on an acre from said premises to the Association and agree 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 place 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 herein may and is hereby authorized to rely thereon.

Edna L. Harris _____ (S)

Albert Allen Finley _____ (S)

Linda P. Finley _____ (S)

PAID AND DATED IN FULL
THIS 9 DAY OF AUG 1982
AMERICAN FEDERAL SAVINGS & LOAN ASSOCIATION
BY James W. Martin
VICE-PRESIDENT 13520

DEC 3 1982

State of South Carolina
County of Greenville

Personally appeared before me _____ Edna L. Harris _____ who, after being duly sworn, says that

she saw the within named _____ Albert Allen Finley & Linda P. Finley _____

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with _____ Frank H. Smith, Jr. _____

witnesses the execution thereof.

Subscribed and sworn to before me

this 19 day of August 19 82

Notary Public, State of South Carolina

My Commission expires 4-13-1989

CL101 62 048 343-16 73

Edna L. Harris

02290192

20

20

20

20

20

FILED
DEC 3 1982
CO. S.C.

RECORDED AUG 31 1982 at 10:18 AM

1574

1328