GREENVILLE CO. S. C. 85 ma 116 FIDELITY FEDERAL S&L ASSOC 48, 84 65 F 1 86F P.O. EOX <u>125</u>8 890K1128P2SE 611 REAL PROPERTY AGREEMENT GREENVILLE, S.C. 29602 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. thereinafter 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 soree. 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: a two story, three bedroom, brick and cedar staing house located on Rt. #4 Laconia Drive, Travelars Rest.

Military Mossing Pouse located on Rt. #4 Laconia Drive, Travelars Rest.

Mail of Charles May 1860 Pouse Court State March Charles Cha 33184 That if default be made in the performance strong of the termolity of, or if default be summed as any payment of principal of interest, on any notes hereof or hereafter signed by the underlying degrees and tioes 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 them 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 efficer or department manager of Association showing any part to the benefit of Association and its successors and assigns. The affidavit of any efficer 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. Ronald Carl D. o d Dated at: Fidelity Federal Savings & Loan June 26, 1980 ``` State of South Carolina County of Greenville Gail Brown who, after being duly sworn, says that Personally appeared before me 00 5 he saw the within named Ronald Carl and Glenda V. Dix (Borrewers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Robin Beatty witnesses the execution thereof.

Dail Brown

Subscribed and sworn to before me

26 day of June

at 11:30 A.M.

Polat J. attainers

My Commission expires Sept. 29

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