

(13) RECORDING FEE
PAID \$ 1.25

REAL PROPERTY AGREEMENT

BOOK 51 PAGE 159

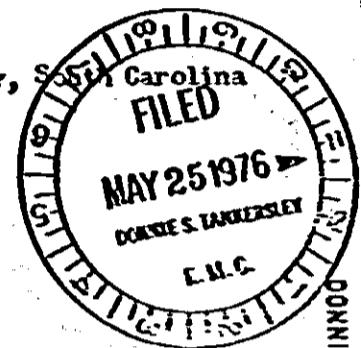
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In consideration of such loans and indebtedness as shall be made by or become due to Fidelity Federal Savings and Loan Association of Greenville, S.C. (hereinafter referred to as "Association") to or from the undersigned, jointly or severally, and 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, promises and agrees:

- generally, promises 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:

156 Pinlico Road in Gower Estates, Phoenix, Arizona
PAID AND SATISFIED ON THIS 6TH DAY OF Sept 1977
THIS 6TH DAY OF Sept 1977
PHOENIX FEDERAL SAVINGS & LOAN ASSN.
BY John W. Martin All
OFFICER
WITNESS: Ruth C. Russ
Ruth C. Russ SEP 1
7632



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 existing owing 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
7. All rights and powers herein granted to and held by the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and insure

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 insure 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 Susan M. Foster Walter R. Watkins a.s.s
Witness Curtis B. Trapp Beatrice Watkins a.s.s

W. Fidelity Federal S & L-Greenville, Sc.

May 21 1976

Our Social Services

State of South Carolina

County of Greenville, S.C., -
Curtis B. Griffin

Personally appeared before me Curtis B. Wilcox
(Witnesses)

She saw the witness named Weber H. Watkins & Beatrice Watkins
(Sisters)
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Susan Foster
(Witness)

witnesses the execution thereof.

Subscribed and sworn to before me

this 21 day of May

Notary Public, State of South Carolina

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RECORDED May 25 '76 at 11:15 A.M.

30.4.17

3.2.8. **KV.2**