REAL PROPERTY AGREEMENT

BOOK 67 PAGE 377 36

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. Piereinafter 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:

Family dwelling located at 106 Redwood Drive Greenville, South Carolina 29611

ix rooms 1 1/2 baths, brick-veneer

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 routal 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 premaining 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 Unutil then it shall apply to and bind the undersigned, their hears, legatees, devisees, administrators, executors, successors and assigns, and imare to the benefit of Association and its successors and assigns. The affidavit of any officer or deportment 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.

greement and any person may and is neverly authorized to rely theret		
to al Martin	Lucille Children 1.5	
Winess with CM wes	Э . Ол с	, ກ ຸດດ
Pated at: Fidelity Federal S & L 37218	THIS XX DAY OF THE 19 79 2 2 THE FIDELITY FEDERAL SAVINGS, & LOAN ASSIN.	**
June17, 19/7	SSISTANT VICE PRECIDENT	. }
JUN 1 5 1979 State of South Garolina	Orax & Cual Fig. 20	So.
County of Sraulle	Queye Mille 3:	K 3
Personally appeared before me Lewis W. Martin	who, after being duly sworn, says tha	5 2
be saw the within named Lucille Childress	(Borrowers) Ruth Neves'	· 0 -
sign, seal, and as their act and deed deliver the within written instrum	ent of writing, and that deponent with RUELI NEVES	- n / g
witnesses the execution thereof		i V
Subscribed and sworn to before me	The state of the s	<u>«</u>
Les of Jacob 19 19 19 19 19 19 19 19 19 19 19 19 19	(Witness nign here)	-
Notary Public, State of South Carolina		SCTO
My Commission expires		Ō
RECORDED JUN 2 7 1977 3552		

328 RV.2