

RECORDED  
JUL 11 1977  
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REAL PROPERTY AGREEMENT

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In consideration of cash 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 one year following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise to observe and perform the following covenants:

1. To pay, prior to recording hereof, 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 lease, profits or funds held under contract agreement relating to said premises, and
3. The property referred to by this agreement is described as follows:

Rt. 2 Durham Dr.  
Greenville, S.C. 29607

description:  
7 rooms  
1/2 bath  
Asbestos Siding  
2 car detached Garage

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 hereby assigns 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.

That if default be made in the performance of any of the terms hereof, or if any of said rents or other sums be not paid to Association when due, Association, at its election may declare the entire remaining unpaid principal and amount of any obligations or indebtedness then remaining unpaid to Association to be due and payable forthwith.

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 direct.

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 validity of any office 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 Pamela L. Crowe & Fredrick P. Thomson (S)

Witness Nancy C. Helcombe & Elisabeth Thomson (S)

Dated at Fidelity Federal  
7/11/77

State of South Carolina

County of Greenville

Personally appeared before me Fredrick P. Thomson who, after being duly sworn, says that

he saw the within named Pamela L. Crowe

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposited with Nancy C. Helcombe witnesses the execution thereof.

Subscribed and sworn to before me  
On 11 day of July 1977

Notary Public, State of South Carolina

My Commission expires Feb 21 1984

Form 276

Pamela L. Crowe  
(Witness signature)



RECORDED JUL 11 1977 AT 2:30 P.M.

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