

70-1858

vs 1026 vs 103

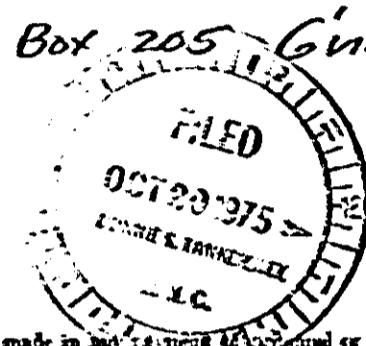
REAL PROPERTY AGREEMENT

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, 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 lease agreement relating to said premises, and
3. The property referred to by this agreement is described as follows:

BATESVILLE RD. RT. 4, GREENE BOX 205, GREENE Co.

3802 JUN 27 1975
S. C. DEPT. OF STATE
RECEIVED
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DOCK

That if default be made in the performance of any of the terms herein, or if default be made in payment of principal or interest, on any notes, bonds or certificates signed by the undersigned above and does hereby release the notes and bonds, acting as trustee 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 orders of said court.

4. That if default be made in the performance of any of the terms herein, 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 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, executors, administrators, 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 no person may and is hereby authorized to deny them.

James D. Taylor Bob C. Howard a.s.
Where I, James D. Taylor Mildred A. Howard a.s.
Dated at Fidelity Federal Savings & Loan 1001
October 9, 1975 JUN 27 1975
1001

State of South Carolina

County of Greenville

Personally appeared before me James D. Taylor ^(Signature) who, after being duly sworn, says that he saw the within named Bob C. Howard ^(Signature) Mildred A. Howard ^(Signature) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Dee Lucia ^(Signature) witnesses the execution thereof.

Subscribed and sworn to before me
this 9th day of October 1975

Rosa C. Amos
Notary Public, State of South Carolina

My Commission expires Aug 14, 1985
Form 205

RECORDED OCT 20 1975 AT 12:30 P.M.

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