REEMENT $\frac{1076}{\text{vol}}$ 1076 (ASE $\frac{43}{3}$

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, \$. 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. Torpay, price 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, roots or funds held under escrew agreement relating to said premises; and

3. The property referred to by this agreement is described as follows:

Dupler/ Frame and block
17 North Park Drive, Greenville, South Carolina



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 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 thise 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 well and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devices, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The affidivit 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.

GCTO	Relience S. Sartin	S) WILKINS
!	Pated at: Dated	A WAY
-> MR2	Harch 20, 1978 This 3 1981 MERCH FEET SAFEE BETTER SUITE HE LEE SE S	Skrygi KOTTON
7.78	State of South Carolina County of Greenville County of Greenville	V TOE
923	be saw the within named J. H. DeYoung, Jr. 2 (Borner)	ි. - බ අපි _
	sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with ** ** ** ** ** ** ** ** ** ** ** ** **	<u>a</u> u.
	Subscribed and sworm to before me this 20th Bay of Harch 19 78	
i.25CI	Racke J. Placeins Notary Public, State of South Carolina	100
	My Commission expires 12-19-19-79 Faces have RECORDED MAR 2.7 1978 At 12:30	26

22 gr RV.2