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GREENVILLE CO. S. C.

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STATE OF SOUTH CAROLINA)
ELIZABETH RIDDLE)
COUNTY OF GREENVILLE E.M.C.)

REAL PROPERTY AGREEMENT

This agreement made this 1st day of November, 1972, between Thomas W. Edwards, Jr. and Mary Lang O. Edwards, hereinafter referred to as Borrowers, and Fidelity Federal Savings & Loan Association, hereinafter referred to as Lender.

I

In consideration of such loans and indebtedness as shall be made by Lender on the following described real estate, the Borrowers jointly and/or severally, and until all such loans and indebtedness have been paid in full, promise and agree as follows:

- 1) Borrowers hereby grant to Lender, and to Lenders' successors or assigns, should they become delinquent on any loan or obligation on the property known as Lot 9, as shown on the plat recorded in Plat Book 4S at Page 43, a right-of-way of ingress and egress on and across the paved drive way area of the property known as Lot 10 (on a plat recorded in Plat Book 4S at Page 43) to Austin Street, and
- 2) Without the written prior consent of said Lender, Borrowers agree to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on and from transferring, selling or assigning or in any manner disposing of the real property described below, or any interest therein, and
- 3) The Lender is hereby authorized and permitted to cause this instrument to be recorded at such time and in such place as Lender may in its discretion elect.
- 4) Upon payment of all indebtedness to the undersigned Lender, 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 the Lender, its successors and assigns.
- 5) The affidavit of any officer or department manager of Lender 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.

- 6) The real estate covered by this agreement is described as follows:

All those two pieces, parcels or lots of land, as shown on a plat in Greenville County Plat Book 4 S, Page 43, and as shown on the Greenville County Tax Maps as Sheet 39.4, Block 4, Lots 9 and 10, and having the following metes and bounds:

Lot 9:

Beginning at a stake on Bethel Street, and running thence S. 7 W. 122 feet along said street to a stake; thence S. 84 E. 258 feet to a stake on line of Lot No. 12; thence with line of Lot No. 12 N. 13 W. 110 feet to a stake; thence S. 85.5 W. 208 feet to the beginning corner, containing five-eighths of an acre, more or less. (Lot No. 13 is also shown as Lot No. 9 of that plat recorded in Plat Book 4 S at Page 43).

(Continued on next page)