

REAL PROPERTY AGREEMENT

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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 leasing or permitting any lease, 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, rents or funds held under escrow agreement relating to said premises, and
- 3. The property referred to by this agreement is described as follows:

House and property located at 215 Morningside Drive, Greenville, S.C.

One story, Brick Veneer structure  
Seven rooms with two baths

JAN 18 1978

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 secured by this instrument, and if any of the rents and profits accruing or to accrue from said premises to the Association, and against that any order of foreclosure may at chambers or otherwise against a mortgagor 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 amount 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 void then it shall apply to and bind the undersigned, their heirs, executors, administrators, successors and assigns, and inure to the benefit of Association and its successors and assigns. The initials and any initials or department number 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 David L. Neugent, Jr. Casper Cohens Sr. (L.S.)

Witness Elizabeth A. Lark Jessie Lee Cohens (L.S.)

Dated at GREENVILLE, S.C.

12/30/77

State of South Carolina

County of GREENVILLE

Personally appeared before me DAVID L. NEUGENT, JR. who, after being duly sworn, says that

he saw the within named Casper Cohens, Sr. and Jessie Lee Cohens

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth A. Lark witnesses the execution thereof.

Subscribed and sworn to before me  
this 3<sup>rd</sup> day of Dec. 1977

Pat L. Ciskin  
Notary Public, State of South Carolina

My Commission expires 2/26 1984

Form 2075

David L. Neugent, Jr.  
(Witness here)



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RECORDED JAN 18 1978 4 22:30 A.M.

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