

STATE OF SOUTH CAROLINA )

REAL PROPERTY AGREEMENT

VOL 1039 PAGE 516

COUNTY OF GREENVILLE )

FILED  
GREENVILLE, S.C.  
JUN 10 10 01 AM '84

In consideration of such loans and indebtedness as shall be made by or become due to Credithrift of America, Inc., hereinafter referred to as Lender, 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 Lender, 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; and from increasing through future advances, re-financing, or any other means the outstanding balance of any encumbrance existing on the property at the time of execution of this agreement, and

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

House and Lot at 29 Hunt Street, Greenville, South Carolina

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

5. That Lender may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Lender in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to 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 Lender and its successors and assigns. 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.

Witness

Pam S Gilliam

Donald J Lowery (L.S.)

Witness

Roger A. Davis

Sandra T Lowery (L.S.)

Dated at:

Greenville, S. C.

6-22-84

Date

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Personally appeared before me PAM S GILLIAM who, after being duly sworn, says that (s)he saw the within named DONALD J LOWERY AND SANDRA T LOWERY sign, seal, and as their not and deed deliver the within written instrument of writing, and that deponent with Roger A. Davis witnesses the execution thereof.

Subscribed and sworn to before me this

22nd day of June, 1984.

Pam S Gilliam

Roger A. Davis  
Notary Public, State of South Carolina  
My Commission Expires: 4-11-88

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RECORDED JUN 27 1984 at 10:01 A/M

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