

JUN 9 1975 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 (20) 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 lease, right or franchise held under express agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

Property located at:  
 26 Croft Street, Greenville, South Carolina 29601  
 duplex rental apartment

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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 sums hereof so hereafter signed by the undersigned, the undersigned hereby assigns the sums and proceeds to arise from said premises to the Association, and agrees that in a judgment of foreclosure, in a chambers or otherwise, appointing a receiver of the described premises, with full authority to take possession thereof and collect the sums and proceeds 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 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 place 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 this document shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Association, and its successors and assigns. The act 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.

Witness: Lewis W. Marlin      Pat S. Petrakos  
Ruth Neves

Done at Fidelity Federal S & L  
June 5, 1975

GREENVILLE, S.C. FILED JUN 11 1975  
 COMM. S. REC. 100-500-10

State of South Carolina  
 County of Greenville

Personally appeared before me Lewis W. Marlin who, after being duly sworn, says that he saw the within named Mrs. Pat S. Petrakos sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ruth Neves witnesses the execution thereof.

Subscribed and sworn to before me this 7 day of June 1975  
Lewis W. Marlin  
 Notary Public, State of South Carolina  
 My Commission expires 1-6-1981

RECORDED JUN 9 75 AT 2:15 P.M. # 28987

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