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SCOTT & TANKERSLEY
P.V.C.

REAL PROPERTY AGREEMENT

31964 book 53 page 484,
vol 1011 page 554

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 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, rents or funds held under cross agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

1 story; 2 bedrooms; 1 bath; asbestos siding
109 De Oyley St., Greenville, S.C.
assessed
Daniel L. Richardson
since
OFG 277 FILED 2/11/77
S.C. 277 17063

PAID AND SATISFIED IN FULL
THIS 17 DAY OF DECEMBER 1977
FIDELITY FEDERAL SAVINGS & LOAN ASSN.
BY [Signature] OFFICER
WITNESS: [Signature]

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4. If default be made in the performance of any of the terms hereof, or if default be made in the payment of principal or interest, on any sum held or hereafter due to the undersigned, and has been allowed the rents and profits arising or to arise from said premises to the Association, and after that any judge of probate 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.
5. 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 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 until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, beneficiaries, executors, successors and assigns, and more to the benefit of Association and its successors and assigns. The affidavit 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: W. M. Lewis

Witness: Mrs. E. Richardson

J. P. Lewis (L.S.)

Mrs. R. B. Lewis (L.S.)

Dated at: Columbia, S.C.

11/13/77 Date

State of South Carolina

County of Kershaw

Personally appeared before me N. Lewis (Signed) Notary Public, who, after being duly sworn, says that he saw the within named R. B. Lewis + Mrs. R. B. Lewis sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with E. Richardson witnesses the execution thereof.

Subscribed and sworn to before me

this 3 day of December 1977

A. J. Smith

Notary Public, State of South Carolina

My Commission expires 6/14/1980

Form 253
S-505

RECORDED DEC 10 '74 14303

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