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

409 Earley Bridge Rd.
2 Bedroom, 1 bath, Alum Siding

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 or hereafter accrued by the undersigned, or if default be made in any payment of principal or interest, on any sums hereof or hereafter accrued to the Association, and unless the same be paid to the Association, and unless the same be paid to 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said principal 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, his heirs, legal assigns, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The absence of any inventory 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 Paul L. Hunt Wallace Spearman

Witness Russell L. Hunt Gene L. Spearman

Dated at Fidelity Federal S&L
7/21/75 GREENVILLE, S.C.

State of South Carolina
County of Greenville

Personally appeared before me Paul L. Hunt who, after being duly sworn, says that he saw the within named Wallace and Linda L. Spearman

PAID AND SATISFIED IN FULL
THIS DAY OF 17571
FIDELITY FEDERAL SAVINGS & LOAN ASSN
BY Paul L. Hunt OFFICER

WITNESSES
Paul L. Hunt
Gene L. Spearman

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