

FILED  
NOV 21 1977  
GREENVILLE, S.C.  
R.H.C.

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(269)

REAL PROPERTY AGREEMENT

BOOK 66 PAGE 610

1.0001

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:

- 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
- 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 escrow agreement relating to the property described below;
- The property referred to by this agreement is described as follows:

LONG, BLACK & GASTON

Miller Road Circle  
Cedar 3 bedroom  
bath  
MAY 21 1979  
31964

LONG, BLACK & GASTON

NOTARIAL PUBLIC  
JAN W. MOORE  
CONSTANT V. CE PRESIDENT  
Diana E. Neal  
Kraig, Attorney

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.

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 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, administrators, executors, successors and assigns, and inure 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 Cindy Carter Lawrence E. Jones (I.S.)  
Witness Rebecca Scutts Ada W. Jones (I.S.)

Dated at Fidelity Federal S & L  
November 11, 1977  
Date

State of South Carolina  
County of Greenville



Personally appeared before me Cindy Carter who, after being duly sworn, says that  
she saw the within named LAURENCE E. & ADA W. JONES  
(Born vers)

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Rebecca Scutts  
witnesses the execution thereof. (Witness)

Subscribed and sworn to before me  
this 11<sup>th</sup> day of November, 1977  
Rabe J. Reim  
Notary Public, State of South Carolina

Cindy Carter  
(I.S.)



My Commission expires 12-19-1979

Form 805 RECORDED NOV 21 1977 at 11:00 A.M.

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