

REAL PROPERTY AGREEMENT

BOOK 70 PAGE 1158

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 has been paid in full, or until twenty one year 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 escrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows:

Three bedroom, two bath, brick, one story  
5 Lilac Street Greenville, South Carolina 29611

DONNIE S. TANKERSLEY  
R.M.C.  
FILED  
MAY 25 1979  
AN 7:39, 10:11, 12:12, 2:24, 5:56 PM

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, or any notes hereof or hereafter signed by the undersigned, and the undersigned hereby assign the rents and profits arising or to arise from said premises to the Association and agree that any judge of jurisdiction may in 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.

4. That if default be made in the performance of any of the terms hereof, or if any of said rents 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 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 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 Reid C. Young Elbert Thrailkille  
Witness Mitzy S. Hill Sybill Lee Thrailkille

Dated at: Fidelity Federal Savings & Loan  
May 22, 1979

33031  
MAY 13 1980

PAID AND SATISFIED IN FULL  
THIS MAY 13 1980  
FIDELITY FEDERAL SAVINGS AND LOAN ASSN.  
BY Jan W. Martin  
RESIDENT VICE PRESIDENT

State of South Carolina  
County of Greenville

Personally appeared before me Reid C. Young  
he saw the within named Elbert Thrailkille & Sybill Lee Thrailkille

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mitzy S. Hill  
witnesses the foregoing thereof.

Subscribed and sworn to before me  
on 22 day of May 1979  
Thomas S. McCarson  
Notary Public, State of South Carolina  
My Commission expires 8-31-87

Reid C. Young  
31850  
206 CENTS  
206 CENTS  
246 CENTS

RECORDED MAY 25 1979 at 10:00 A.M.

4328 MV.2