

070

BOOK 71 PAGE 706  
VOL 1105 PAGE 136

REAL PROPERTY AGREEMENT

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 escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

Five and one-half room, one bath asbestos siding house located at  
12 1/2 Court, Greenville, S.C.

DONNIE S. TANKERSLEY  
R.M.C.  
FILED  
JUN 19 1979  
AM 7 8 9 10 11 12 1 2 3 4 5 6 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, on any notes hereof or hereafter signed by the undersigned, the undersigned does hereby assign the rents and profits arising or to arise from said premises to the Association and agrees 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.

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 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, legal representatives, executors, administrators, successors and assigns, and those 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 Blanche A. Taylor and James Roy Taylor, Jr.  
 Witness Rebecca D. Sartin and Barbara P. Taylor  
 Deed in Greenville, S.C.  
 Date June 14, 1979  
 State of South Carolina  
 County of Greenville  
 Personally appeared before me Blanche A. Taylor who, after being duly sworn, says that  
 She saw the within named James Roy Taylor, Jr. and Barbara P. Taylor  
 sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Rebecca D. Sartin  
 witnesses the execution thereof.

Subscribed and sworn to before me  
this 14th day of June, 1979  
Donna R. August  
Notary Public, State of South Carolina

My Commission expires March 28, 1980  
RECORDED JUN 19 1979  
at 11:30 A.M. 37591

Blanche A. Taylor  
Teresa D. Hall  
3953  
2-AUG-80 319

4328 RV-2