

JAN 23 1974
MOUNTAIN PROPERTY

VT 993 59
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 leasing 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 existing lease contracts relating to said premises, and
3. The property referred to by this agreement is described as follows:

FILED
1 story 2 1/2 room
Mountain Property
MOUNTAIN PROPERTY
1000 S 33 ST
Greenville, S.C. 29605

RECORDED BY JOHNSON & GILBERT
ATTORNEYS AT LAW
222 Oct 175

RECORDING FEE
PAID \$ 1.00

11331

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 taxes levied or liabilities incurred by the undersigned, and does hereby assign the rents and profits accruing to or arise from said premises to the Association and agrees that any judge of probate may, at its instance, 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, at 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 nevertheless shall apply to and bind the undersigned, their heirs, devisees, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The attestation 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 Paul W. Martin Sr. William P. Hunter a.s.
Witness Thyllis T. Braxham Reginald J. Hunter a.s.

Dated at Greenville, S. C.
January 28, 1974

State of South Carolina
County of Greenville

Personally appeared before me Levis W. Martin, Sr. who, after being duly sworn, says that
he is the within named William L. and Elizabeth S. Hunter
sign, seal, and as their act and deed delivers the within written instrument of writing, and that deposition with Thyllis T. Braxham
witnesses the execution thereof.

Subscribed and sworn to before me
On 28 day of January 1974
Paul W. Martin Sr.
Notary Public, State of South Carolina
My Commission expires 12-9-80

Paul W. Martin Sr.

RECORDED JAN 29 74
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