

RECORDING FEE  
PAID \$ 1.25

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, conveying or in any manner disposing of, the real property described below, or any interest therein, or any lease, rents or funds held under certain agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

LOC 1 01975

Property located at:

112 E. McRae Street and 1164 Pendleton Street, Greenville, S. C.

Properties at 1164 Pendleton St. - 1 story frame

GREENVILLE CO. S. C.  
FILED  
OCT 10 1975  
A.M.C.

FILED  
OCT 3 1975  
GREENVILLE S. C.  
A.M.C.

That if default be made in the performance of any of the terms herein, or if default be made in any payment of principal or interest on any such loan or indebtedness as to the undersigned above and does hereby assign, the rents and profits accruing to or from said premises to the Association and agrees that any trustee or receiver appointed in 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 orders of said court.

That if default be made in the performance of any of the terms herein, 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.

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.

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, executors, 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 no person may and is hereby authorized to rely thereon.

Witness W. L. Abernethy Alvin R. Garrett (L.S.)  
 Witness John N. Nelson Martha J. Garrett (L.S.)  
 Dated at Fidelity Federal S&L  
9-29-75

State of South Carolina  
County of Greenville

Personally appeared before me Barbara Digham who, after being duly sworn, says that  
 the within named Alvin R. and Martha J. Garrett  
 sign, seal and as their act and deed deliver the within written instrument of writing, and that they are with W. L. Abernethy  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 On 29th day of Sept, 1975  
Walter P. Tolson  
 Notary Public, State of South Carolina  
 My Commission expires Sept 27 1977

John N. Nelson  
 (Notary Seal)

RECORDED OCT 3 75 AT 11:30 A.M. # 8959

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