

FILED  
DEC 31 1931  
Bates & Federley  
RMC

BOOK 77-1172  
PAGE 1160-248

REAL PROPERTY AGREEMENT

In consideration of the sum of \$1000 and indebtedness as shall be made by or become due to American 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:

GRANTOR  
SUNN  
11160  
MERSLEY

House located at 37 Quail Hill  
Greenville, S. C. 29607 1699

Attorneys  
Dennis & Sanderson

DAVIDSON, PETZ, BRYAN,  
MARGA & KUNSGOLE, ATTYS.

WITNESSES  
Margaret Engelman  
Blanche D Taylor

JUL 22 1931

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, their heirs, legatees, devisees, administrators, executors, successors and assigns, and issue to the Association and agrees that any judge of jurisdiction 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 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.

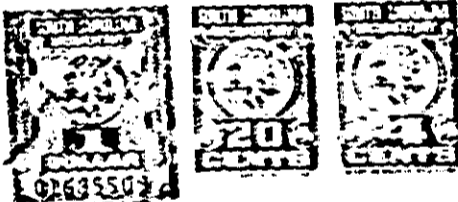
5. That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

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 issue 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.

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Witness Blanche D Taylor Richard H. Lusk (S.S.)  
Witness Martha C. Back (S.S.)

Dated at Greenville, S.C.  
12-14-31



State of South Carolina  
County of Greenville

Personally appeared before me Blanche D Taylor who, after being duly sworn, says that  
he saw the within named Richard H. Lusk and Martha C. Back  
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Martha C. Back  
witnesses the execution thereof.

Subscribed and sworn to before me  
this 14th day of December 1931  
Notary Public, State of South Carolina  
My Commission expires 3-27 1931

Blanche D Taylor

RECORDED DEC 31 1931 15136  
at 11:00 A.M.

10-045831