

(5)

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, 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: Residence located at 506 Cherokee Drive described as two story, four bedroom, 2 1/2 baths, Brick veneer, frame home.

DONNIE S. TANKERSLEY
R.M.C.
FILED
MAY 8 1979
AM 7 8 9 10 11 12 1 2 3 4 5 6

REC'D
MAY 23 11
JUL 2 10 PM '82
DONNIE S. TANKERSLEY
R.M.C.

NOT AND SIGNED BY ALL
MAY 28
JAMES W. MARTIN
NOTARY PUBLIC
DONNIE S. TANKERSLEY

2.0001
502
JUL 2 1982

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, then the undersigned agrees and does hereby assign the rents and profits accruing or to accrue from and premises 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 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, executors, 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 Norma A. Switzer & Frank L. Armitage
 Witness Elizabeth A. Lark & Phyllis E. Armitage

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Fidelity Federal
 April 27, 1979
 Date

Switzer
Norma A. Switzer

State of South Carolina
 County of Greenville, SC

Personally appeared before me Norma A. Switzer who, after being duly sworn, says that
 he saw the within named Frank L. Armitage and Phyllis E. Armitage
 sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth A. Lark
 witnesses the execution thereof.

Subscribed and sworn to before me
 this 27th day of April 1979
Pot P. Chabris
 Notary Public, State of South Carolina
 City Commission expires Feb. 26 1984



RECORDED MAY 8 1979
 at 12:30 P.M.

1287

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