

va 1169 page 979 78 951

REAL PROPERTY AGREEMENT

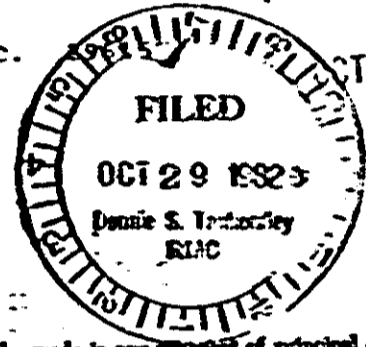
... indebtedness as shall be made by or become due to American Federal Savings and Loan Association of Greenville, S.C. ...

- 1. To pay, when 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:

106 St. Augustine Dr., Greenville, S.C.

Paid for Stamped in Fee
OCT 11 1982
AMERICAN FEDERAL SAVINGS & LOAN ASSOCIATION
Jen W. Martin
Lynn M. Brown
Linda Baltz

10369



Donnie S. Traylor
RLAC

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 agrees and does hereby assign the rents and profits arising or to arise from said 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 within ten days, 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 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 Linda Baltz Edward F. Durham (S.S.)
Witness Donna Robinson (S.S.)

Dated at Greenville, S.C.
June 25, 1982

State of South Carolina
County of Greenville

Personally appeared before me Linda Baltz who, after being duly sworn, says that
he saw the within named Ed. F. Durham, Jr.
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Donna Robinson witnesses the execution thereof.

Subscribed and sworn to before me
on 25 day of June 1982
Curtis Lake Curry
Notary Public, State of South Carolina
My Commission Expires APR 22, 1991
047492-08



RECORDED JUL 12 1982 at 10:30 A.M.

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