

1118

SEP 13 1974  
12:30 PM  
DONALD S. TANSERSLEY

REAL PROPERTY AGREEMENT  
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BOOK 35 PAGE 454

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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:

Property Located at:

FILED  
GREENVILLE  
S.C.  
JAN 6 4 29 PM '76  
DONNIE S. TANKERSLEY  
R.M.C.

\_\_\_\_\_ Avenue  
Greenville, South Carolina 29607  
\_\_\_\_\_, two baths, one story, brick veneer

JAN 6 1976

PAID AND SATISFIED IN FULL  
THIS 16 DAY OF \_\_\_\_\_ 1975  
FIDELITY FEDERAL SAVINGS & LOAN ASSOCIATION  
BY: \_\_\_\_\_  
WITNESS: \_\_\_\_\_  
# 17271

RECORDING FEE  
PAID \$1.00

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 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 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, lessees, 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: Lewis W. Martin, Sr. x Frances G. Rogers (L.S.)  
Witness: Ruth Neves x Charles R. Rogers (L.S.)  
Fidelity Federal

Dated at: September 11, 1974

State of South Carolina  
County of Greenville

Personally appeared before me Lewis W. Martin, Sr. who, after being duly sworn, says that he saw the within named Mrs. Frances G. Rogers, and Charles R. Rogers sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ruth Neves witnesses the execution thereof.

Subscribed and sworn to before me  
this 11 day of September, 1974  
Ruby C. McAfee  
Notary Public, State of South Carolina  
My Commission expires 1-8, 1981

Lewis W. Martin, Sr.  
(Witness sign here)

RECORDED SEP 13 '74 7155

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