

REAL PROPERTY AGREEMENT

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In consideration of such part of indebtedness as shall be made by or become due to Fidelity Federal Savings and Loan Association of Greenville, S. C. hereinafter referred to as the Association, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty (20) 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 property; and

3. The property referred to by this agreement is described as follows:

106 Meadowbrook Drive, Mauldin S. C.  
One story B/V  
Donald L. & Betty  
Rte 2 Box 521A  
Crawley Rest 27690  
25930

FILE  
MAY 4 1979  
7 8 9 10 11 12 1 2 3 4 5 6

Donnie S. Yarbrough  
R.M.C.

Donnie S. Yarbrough  
R.M.C.

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 future 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.

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, legatees, devisees, administrators, executors, successors and assigns, and future 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 Jesse E. Neal Donald L. Batts (L.S.)  
 Witness Paul W. Martin Betty S. Batts (L.S.)

Dated at Fidelity Federal Savings & Loan  
April 26, 1979

State of South Carolina

County of Greenville

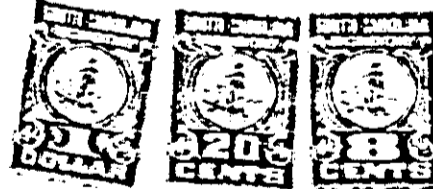
Personally appeared before me James L. Neal who, after being duly sworn, says that

he saw the within named Donald S. Batts & Betty S. Batts  
sign, seal, and as their act and deed deliver the within written instrument of writing, and that dependent with Lawrence D. Martin witnesses the execution thereof.

Subscribed and sworn to before me  
this 26<sup>th</sup> day of April, 1979  
Rachel J. Bellini  
Notary Public, State of South Carolina

My Commission expires 12-19-1979

RECORDED MAY 4 1979  
at 12-30 P.M.



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