

REAL PROPERTY AGREEMENT

1972

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 being made 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 all or any part of the real property described below, or any interest therein, or any lease, trust, or fund held under escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

Property located at: 202 W. Circle Avenue Greenville, S. C.



That if default be made in the performance of any of the terms hereof, and default be made in any payment of principal or interest, on any notes hereof or hereafter issued by the Association, the undersigned hereby assigns, conveys, transfers, and conveys, the rents and profits arising or to arise from said premises to the Association, and the undersigned hereby irrevocably and exclusively appoints a receiver of the described premises, with full authority to take possession of the same, and to 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.

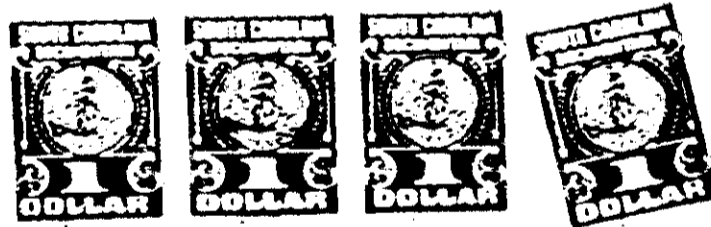
5. That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

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 and their heirs, assigns, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The undersigned hereby certifies the Department Manager of Association showing any part of said indebtedness to remain unpaid shall be and is hereby irrevocably and exclusively assigned to the validity, effectiveness and continuing force of this agreement and any person duly and lawfully authorized to rely thereon.

Witness: [Signature] (L.S.)

Witness: Ruth Neves (L.S.)

Dated at: Fidelity Federal S & L
January 9, 1978



State of South Carolina

County of:

Lewis W. Martin

Personally appeared before me

who, after being duly sworn, says that

he saw the within named Dr. John Kenneth Nickles and Barbara Marshburn Nickles

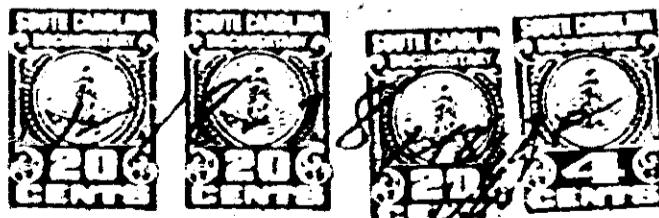
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposited with Ruth Neves who witnesses the execution thereof.

Subscribed and sworn to before me

this 9th day of Jan 1978

Notary Public, State of South Carolina

My Commission expires 1981



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Form 8075 RECORDED JAN 18 1978 At 11:30 A.M.

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