

6071143-439

REAL PROPERTY AGREEMENT

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 Route 3, Box 358, River Road, Piedmont, Anderson County, South Carolina, 29673

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 parties and they hereby assign the rents and profits arising or to arise from said premises to the Association and agrees that any judge of probate may, in 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 orders 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, assigns, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The full faith 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 Lester H. Smith (L.S.)
Teresa D. Hill (L.S.)
 Witness Mary Ann Smith (L.S.)

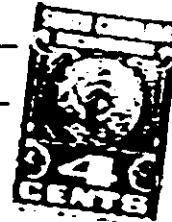
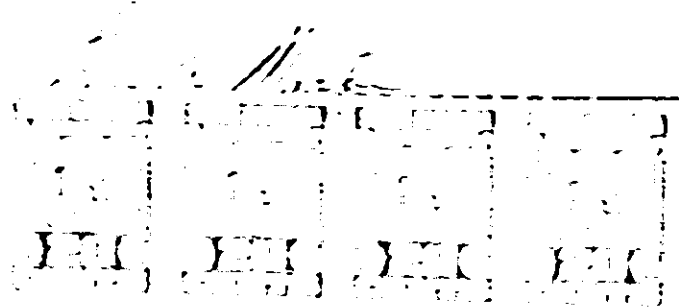
Deed at Fidelity Federal S & L Assoc.
February 23, 1981

State of South Carolina
County of Greenville

Personally appeared before me Lewis W. Martin, who, after being duly sworn, says that he saw the within named Lester H. Smith and Mary Ann Smith sign, seal, and as their act and deed deliver the within written instrument of writing, and that Teresa D. Hill witnesses the execution thereof.

Subscribed and sworn to before me this 23rd day of February 1981
Teresa D. Hill
Notary Public, State of South Carolina

My Commission expires 11-23-1987
RECORDED FEB 27 1981
at 10:00 A.M. 2:1270



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