

REAL PROPERTY AGREEMENT

1084 428  
BOOK 70 PAGE 1025

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, leasing or in any manner disposing of, the real property described below, or any interest therein, or any lease, rents or funds held under existing agreement relating to said premises, and

the property referred to by this agreement is described as follows:



Property located at Box 394, Canterbury Rd.  
Piedmont, South Carolina 29673

BY Lewis W. Martin  
ASSISTANT AND DEPUTY  
NOTARY PUBLIC

FILED  
2:19 PM  
AUG 1 1978  
S.C. DEPT. OF REVENUE

That if default be made in the performance of any of the terms hereof, or if any sum be made in any payment of principal or interest, on any notes hereof or hereafter signed by the undersigned, or any other notes or promissory notes or other instruments arising or to arise from said premises to the Association and agree 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 rents 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 place 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 more 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 Philip J. Howard (S.S.)  
Joan E. Neal Phil. P. Johnston (S.S.)

Dated at Fidelity Federal S & L  
July 27, 1978

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 Philip J. Howard

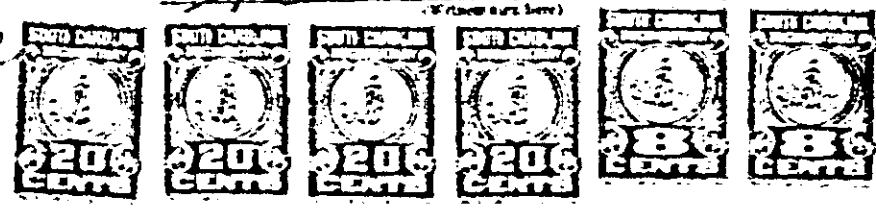
sign, seal, and as then act and deed deliver the within written instrument of writing, and that deposit with Joan E. Neal

witnesses the execution thereof.

Subscribed and sworn to before me  
this 27th day of July 19 78

Ruey C. McCall  
Notary Public, State of South Carolina  
My Commission expires 1-8-81

Recorded August 1, 1978 at  
1:00 P/M 3411



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