

REAL PROPERTY AGREEMENT

70 1985S  
va1026 ra103

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, assignment or in any manner disposing of, the real property described below, or any interest therein, or any lease, rents or funds held under express agreement relating to said premises, and
- 3. The property referred to by this agreement is described as follows:

BATESVILLE RD. Rt. 4, GREER BOX 205 GUILLE Co

3/20/77 JUN 27 1980

FILED  
OCT 20 1975  
COMMERCIAL BANK

That if default be made in the performance of any of the terms hereof, or if default be made in and to any part of any principal or interest, or any other sums hereof or hereof due, the undersigned agrees and does hereby assign, convey, release, execute, ratify, confirm and assign, and inure to the benefit of Association, and agrees that any judge of jurisdiction 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 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 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 inure to the benefit of Association and its successors and assigns. The affidavit of an 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 enforcing force of this agreement and no person, may and is hereby authorized to do otherwise.

Witness James H. Taylor Bob C. Howard (p. S.)  
Witness In Testis Mildred A. Howard (p. S.)

Dated at Fidelity Federal Savings & Loan Association  
October 9, 1975  
This instrument was filed and satisfied in full on the 16th day of April, 1980  
BY Jim W. Martin  
VICE PRESIDENT

State of South Carolina  
County of Greenville  
Personally appeared before me James H. Taylor who, after being duly sworn, says that he saw the within named Bob C. Howard & Mildred A. Howard

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with In Testis witnesses the execution thereof.

Subscribed and sworn to before me this 9th day of October, 1975  
Norma H. Combs  
Notary Public, State of South Carolina

My Commission expires Aug 14, 1985  
Form 3075  
James H. Taylor

RECORDED OCT 20 '75 AT 12:30 P.M.

10:52

2.0001  
GUTC ----- JUN 27 80 1001

4328 RV.2