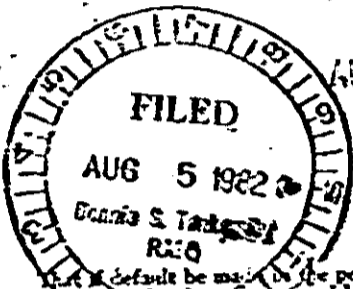


REAL PROPERTY AGREEMENT

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 Lot 2, Loraine Drive, Meadowbrook Farm, Travelers Rest, SC 29690



PAID AND DISCHARGED IN FULL
THIS 29th DAY OF January 1980
FIDELITY FEDERAL SAVINGS & LOAN ASSN.
BY Lewis N. Martin
ASSISTANT VICE PRESIDENT
WITNESS: James C. Burdett
Deborah C. Burdett



200 6 6351801

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.

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.

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.

Upon payment of all indebtedness of the undersigned to Association this agreement shall be and become void and of no effect, and shall then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and hence 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 N. Martin James C. Burdett (O.S.)
Witness Joan E. Neal Deborah C. Burdett (O.S.)

Dated at Fidelity Federal S & L Assoc.
November 29, 1978
Date

State of South Carolina
County of Greenville

Personally appeared before me Lewis N. Martin who, after being duly sworn, says that
he saw the within named James C. Burdett and Deborah C. Burdett
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Joan E. Neal
witnesses the execution thereof.

Subscribed and sworn to before me
this 29th day of November 1978
Lewis N. Martin
Notary Public, State of South Carolina
My Commission expires 1-8-1981
Filed and RECORDED DEC 4 1978
at 2:00 P.M.



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