

REAL PROPERTY AGREEMENT

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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: single-family residence located at Route 1, Box 267-A, one-story, frame with three bedrooms, 2 1/2 baths on three acres.

FILED  
JUN 9 1983  
Donnie S. Tankersley

FILED  
AUG 11 1980  
Donnie S. Tankersley  
S.C.

9 1983

4th Jan. 1982  
33368  
AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION  
MEMBER FDIC  
W. L. Martin  
Vice President  
Kathleen M. Allen  
Donnie S. Tankersley

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505  
503

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 agrees and does hereby assign the rents and profits arising or to arise from said premises to the Association and agrees 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 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, legatees, devisees, administrators, executors, successors and assigns, and inure 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 W. L. Abercrombie John M. Luther (L.S.)  
Witness Elizabeth L. Compton Peggy B. Luther (L.S.)

Dated at: Fidelity Federal S & L  
August 4, 1980  
Date

Cancelled  
Donnie S. Tankersley  
1980

State of South Carolina  
County of Greenville, SC  
Personally appeared before me W. L. Abercrombie who, after being duly sworn, says that  
he saw the within named John Mark Luther and Peggy Marie Luther  
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elizabeth L. Compton  
witnesses the execution thereof.

Subscribed and sworn to before me  
this 4th day of August 19 80  
Charles E. Dickey  
Notary Public, State of South Carolina  
My Commission expires 10-11-1988  
AUG 11 1980  
at 1:00 P.M.  
4004

W. L. Abercrombie  
(Witness sign here)  
200 CENTS  
200 CENTS  
200 CENTS  
200 CENTS  
200 CENTS

SC70  
AUG 11 1980  
391  
4:00 P.M.  
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