



REAL PROPERTY AGREEMENT

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MAY Association (hereinafter referred to as "Lender") 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, the undersigned, jointly and severally, promise and agree as follows:

1. Not later than the date of recording of this instrument, the undersigned, jointly and severally, promise and agree as follows:

2. To pay prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below.

3. Without the prior written consent of Lender, 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.

3. Hereby assign, transfer and set over to Lender, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and however for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

16 Dixie Avenue
Greenville, South Carolina 29607

All that certain piece, parcel, or lot of land situate, lying and being in
the southeastern end of Dixie Avenue, in the City and County of Greenville,
South Carolina being shown and designated as lot 26 on a plan of Dixie
Highlands recorded in the Register Office for Greenville County as Plat No. 19
at page 46 as shown on a survey by Fredrick and Associates
dated October 26, 1975.

Robert E. Fleming 7760

16 Dixie Ave. Greenville 29613 CANCELLED

and hereby irrevocably authorize and direct all lessees, executors, heirs and others to pay to Lender, all rents and all other monies whatsoever and whenever becoming due to the undersigned, or any of the, and however for or on account of said real property, and hereby irrevocably appoint Lender, as attorney in fact, with full power and authority, in the name of the undersigned or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of and to receive payment for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Lender shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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 Lender when due, Lender, at its election, may declare the entire remaining unpaid principal and interest, of any obligation or indebtedness then remaining unpaid to Lender to be due and payable forthwith.

5. That Lender may and is hereby authorized and permitted to cause this instrument to be recorded in such places as Lender, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Lender, this agreement shall 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 shall be to the benefit of Lender and its successors and assigns. The affidavit of any officer or department manager of Lender 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 who is thereby authorized to rely thereon.

Witness Robert E. Fleming

Witness Jaret E. Fleming

Witness Robert E. Fleming and Mary Ann Nease

Dated at: Greenville, South Carolina

Date

State of South Carolina
County of Greenville

Personally appeared before me B. B. H. Jr., Jr. (Witness)
the within named Robert E. Fleming and Mary Ann Nease (Borrower)
and did deliver the within written instrument of writing, and that defendant with Jaret E. Fleming (Witness)

witnessed the execution thereof

Subscribed and sworn to before me
this 3rd day of May, 1982.

Robert E. Fleming
Notary Public, State of South Carolina
My Commission expires: 5-8-90

RECORDED MAY 5 1982 at 10:00 A.M.

Witness signed hereto

2-15032

