

REAL PROPERTY AGREEMENT

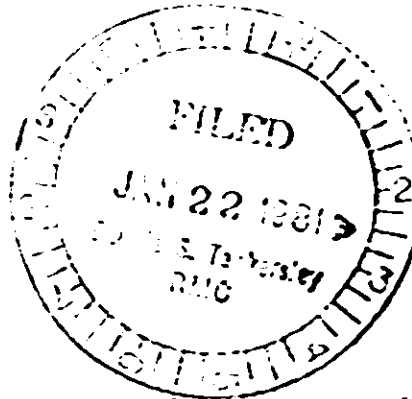
41 page 405

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:

34 Wilshire Drive
Greenville, SC 29609



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 probate 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 need 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 my hand and seal this 21st day of January 1981 at Greenville, South Carolina.
Blanche Taylor (L.S.)
Ralph E Hill (L.S.)

Declarer: Fidelity Federal Savings & Loan

State of South Carolina
County of Greenville

Notary Public appeared before me Mark R. Bassada

To see the within named Ralph and Mizzy Hill

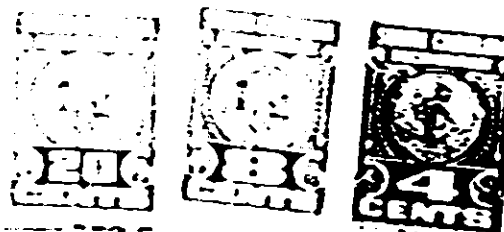
sign, seal, and as their act and deed deliver the within written instrument of intent, and that dependent with Blanche Taylor witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of January 1981
Teresa D. Holt
Notary Public, State of South Carolina

My Commission expires 11-23-87

RECORDED JAN 22 1981

at 2:30 P.M.



12.72

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