

REAL PROPERTY AGREEMENT

BOOK 70 PAGE 830

VS 1049 MAR 537

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 lease, rents or funds held under escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

FILED  
GREENVILLE CO. S.C.  
APR 23 10 55 AM '80  
DORRIS J. JANKERSLEY  
R.M.C.

Single family dwelling located at 37 Montrose Aven; Greenville

FAO AND SIGNED IN FULL  
THIS 23rd day of April 1980  
FIDELITY FEDERAL SAVINGS & LOAN ASSN.

*Contract*  
*Blair L. Jankersley*  
*Notary*  
*Lewis W. Martin*  
WITNESS  
ASSISTANT VICE PRESIDENT

APR 23 1980

*Margaret D. Hall* 31215

FILED  
JAN 11 1977  
RECORDED

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 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.

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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 until then it shall apply to and bind the undersigned, their heirs, executors, administrators, successors and assigns, and have 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 W. Martin* *Louise J. Caudell* (L.S.)  
Witness *Wicky S. Madden* (L.S.)

Dated at: Fidelity Federal Savings & Loan  
December 30, 1976

State of South Carolina  
County of Greenville

Personally appeared before me Lewis W. Martin who, after being duly sworn, says that  
he saw the within named Louise J. Caudell  
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Wicky S. Madden  
witnesses the execution thereof.

Subscribed and sworn to before me  
On 30th day of Dec 1976  
*Wicky S. Madden*  
Notary Public, State of South Carolina

*Lewis W. Martin*  
(Notary Seal)

My Commission expires 11

Form 988

RECORDED JAN 11 1977 AT 11:00 A.M.

18:65

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