

In consideration of such loans and mortgages 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 mortgages 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, leasing or in any manner disposing of, the real property described below, or any interest therein, or any lease, rent or funds held under existing agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

One story single family dwelling, located 228 Keith Drive  
Greenville, South Carolina

PAID AND SUFFICIENT TO FULL  
THIS 17th DAY OF MAY 1974  
FIDELITY FEDERAL SAVINGS & LOAN ASSN.  
BY John W. Martin, Sr.  
ASSISTANT VICE-PRESIDENT  
WITNESSES  
Phyllis T. Branham  
Lewis M. Martin, Sr.

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 note hereof or hereafter signed by the undersigned, then the undersigned hereby assigns 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 orders 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 will then it shall apply to and bind the undersigned, their heirs, executors, administrators, associates, successors and assigns, and inure to the benefit of Association and its successors and assigns. The affidavits of an 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 as aforesaid.

Witness John W. Martin, Sr. John E. Madden, Jr. (L.S.)  
Witness Phyllis T. Branham Vicky E. Madden (L.S.)

Dated at: Fidelity Federal

May 17, 1974

State of South Carolina

County of Greenville

Personally appeared before me Lewis M. Martin, Sr. who, after being duly sworn, says that

he saw the within named John E. and Vicky Madden, Jr.

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Phyllis T. Branham witnesses the execution thereof.

Subscribed and sworn to before me

this 17 day of May 1974

Lewis M. Martin, Sr.  
Notary Public, State of South Carolina

My Commission expires 1-8-1981

Form 975

RECORDED MAY 20 1974 29402

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