

FILED  
JUL 28 1978

REAL PROPERTY AGREEMENT

78-4992  
VA 1031 OR 103

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 exactly one year following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, binding and by our heirs, assigns and assigns, do hereby agree:

- 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
- 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
- The property referred to by this agreement is described as follows:

Property located at Route 6, Stenhouse Dr., Greenville, S.C.

657

CREATED  
Dennis S. Smith  
7/20/78

FILED  
JUL 20 1980

1 50 PM '80

CO. CLERK

THIS DEED WAS FILED IN FULL  
IN THE CITY OF GREENVILLE  
IN THE COUNTY OF GREENVILLE  
SOUTH CAROLINA  
ON JULY 21, 1978  
BY  
Teresa A. Hall  
ASSISTANT VICE PRESIDENT

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, 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.

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.

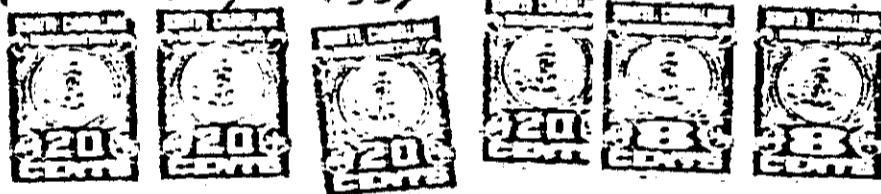
That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

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 remain in full force and effect. The undersigned, their heirs, devisees, administrators, executors, successors and assigns, and inure to the benefit of Association and its successors and assigns. The attestation 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 Laura A. Switzer Shelley Carter (S)

Witness Dennis S. Smith Ora Lee Carter (S)

Dated at: Fidelity Federal Savings and Loan  
Greenville, S.C.  
July 21, 1978



State of South Carolina  
County of Greenville

Personally appeared before me Laura A. Switzer who, after being duly sworn, says that she saw the within named Shelley Carter, Jr. and Ora Lee Carter sign, seal, and as their act and deed deliver the within written instrument of writing, and that document with Dennis S. Smith witnesses the execution thereof.

Subscribed and sworn to before me  
this 21st day of July 1978

Pete L. Chabon  
Notary Public, State of South Carolina  
My Commission expires Jul 26 1984

Recorded July 28, 1978 at 3:30 P/M 3950

4328 RV.2