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GREENVILLE CO. S. C.  
JUL 27 1 23 PM '73  
DONNIE S. TANKERSLEY  
R.M.C.

LOVE, THORNTON, ARNOLD & THOMASON

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STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

REAL PROPERTY AGREEMENT

WHEREAS the parties to this agreement are parties to a CONTRACT OF SALE involving real property situated on the Northern side of Club Circle, Near Saluda Lake, in Greenville County, South Carolina, and

WHEREAS that contract, dated February 6, 1970, calls for the payment of monthly sums by Mary E. Terry, said payments to be applied toward the purchase price of the property, and

WHEREAS that contract provides for the payments to be treated as rents in the event any payment should become in arrears, and

WHEREAS Mary E. Terry is now in arrears in those payments,

NOW THEREFORE it is agreed by and between the parties hereto that the seller, Mildred E. Whitmire, shall accept a further payment, although not required to do so under the terms of the contract, in exchange for which Mary E. Terry agrees to restrict the above described property in the following manner, and in further consideration of Three Dollars, in hand paid, the receipt of which is hereby acknowledged by Mary E. Terry:

1. That the property presently under contract shall at no time in the future contain more than one house trailer, mobile home, or any other type trailer or modular building. That in the event Mary E. Terry desires to replace the trailer in which she now resides, she may do so, whether by trailer or modular building, providing zoning ordinances so allow;

2. That at no time may the property be sub-divided into more than three lots, nor may the property contain more than three single family dwellings, trailers included.