

REAL PROPERTY AGREEMENT

BOOK 63 PAGE 7
VOL 1063 PAGE 922

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 or 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 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:

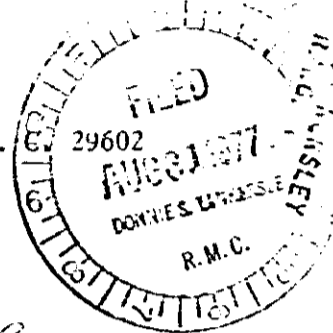
20918

544 Dec 48

Family dwelling located at: 11 Winns Alley Greenville, S. C.

Consent of
Dennis & Ruth Neves
R.M.C.

John E. Neal
Lewis W. Martin
Ruth Neves



FILED
AUG 15 1977
DANIEL PEPPER
R.M.C.

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, or if any of the 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 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.

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 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 place 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, until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and the undersigned do hereby agree 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* *Daniel Pepper*

Witness *Ruth Neves*

Dated at: Fidelity Federal S & L
August 22, 1977

State of South Carolina
County of Greenville

Personally appeared before me Lewis W. Martin (Witness) who, after being duly sworn, says that he saw the within named Daniel Pepper (Borrower) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ruth Neves (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 22 day of Aug, 1977

Lewis W. Martin
(Witness signs here)

Dennis & Ruth Neves
Notary Public, State of South Carolina
My Commission expires _____, 19____

Recorded August 31, 1977 at 3:00 P/M



695

0777

4328 RV-2