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S.A. 70 INC 863

REAL PROPERTY AGREEMENT

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 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:

Property located at 105 Carter Street, Greenville, S.C.

DOSSIE'S TANKERSLEY
R.M.C.
FILED
MAR 20 1979
BY 7,8,9,10,11,12,1,2,3,4,5,6

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, then the undersigned hereby assigns the rents and profits accruing or to accrue from said premises to the Association and agrees that any judge of probate, court, or other authority, or any court of law or equity, or any court of record, 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 then remaining unpaid to Association to be due and payable forthwith.

5. That Association may and it hereby authorizes and permits 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 shall then apply to and bind the undersigned, their heirs, executors, administrators, executors, 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 Jean W. Martin Lee Roy Sullivan (S)
 Witness John E. Neal (S)

Dated at Fidelity Federal S. C. L. Assoc.
March 9, 1979
 Date

FILED AND RETURNED BY FILE
 THIS INSTRUMENT OF DEED TO BE
 FILED IN THE PUBLIC RECORDS OF THE
 COUNTY OF GREENVILLE, SOUTH CAROLINA
 BY Jean W. Martin
 ASSISTANT CLERK
John E. Neal
Terence O. Hall

State of South Carolina
 County of Greenville

Personally appeared before me Levis E. Martin who, after being duly sworn, says that he saw the within named Lee Roy Sullivan

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with John E. Neal witnesses the execution thereof.

Subscribed and sworn to before me
 this 9th day of March 1979
Levis E. Martin
 Notary Public, State of South Carolina
 My Commission expires 1-8-1981

Jean W. Martin
 (If I have signed here)

Recorded March 20, 1979 at 11:30 A/M

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