

ATLANTA

BOOK 70 PAGE 596

FIDELITY FEDERAL S&L ASSOC.  
P.O. BOX 1768  
GREENVILLE, S.C. 29602

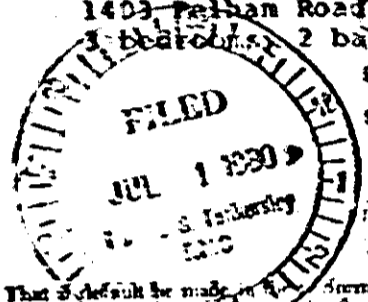
REAL PROPERTY AGREEMENT

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 lease, rents or funds held under escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

09 1 1980

1403 Palman Road, Greenville, S.C. 29615  
 2 bath  
 FIDELITY FEDERAL SAVINGS & LOAN ASSN.  
 BY James W. Martin  
 ASSISTANT VICE PRESIDENT  
 WITNESSES: James D. Hall \$5  
[Signature]



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 held by or for the Association, by the undersigned, then the undersigned hereby assigns the rents and profits arising or to arise from said premises to the Association, and 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 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 until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure 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.

09 1 1980

Witness Yvonne B. Atkins Ronald D. Dillard a.s.  
 Witness Brenda C. Price Rachel S. Dillard a.s.

Dated at Fidelity Federal S & L Assoc.  
January 18, 1980

*Corrected  
Brenda C. Price  
1980*

State of South Carolina  
 County of Greenville

Personally appeared before me Brenda C. Price who, after being duly sworn, says that  
Ronald D. and Rachel S. Dillard

is the within named Yvonne Atkins  
 sign, seal, and in their own and best belief the within written instrument of writing, and that deponent with Yvonne Atkins  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 this 18th day of Jan. 1980

[Signature]  
 Notary Public, State of South Carolina

My Commission expires 2-24-1987  
 RECORDED JAN 20 1980 at 2:00 P.M.



Brenda C. Price  
 (If name not here)

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