

REAL PROPERTY AGREEMENT

BOOK 73 PAGE 1489
VOL 1082 PAGE 34

...consideration of all 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 one year 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:

153 E. View Circle, Simpsonville. S.G. 29681

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 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 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.

Witness M. Williams Jr. Roger W. Stone
Witness Marilyn Bruce Deborah Stone

Dated at: Fidelity Federal S.L. (Hauldin)
June 16, 1978
Date

State of South Carolina
County of Greenville

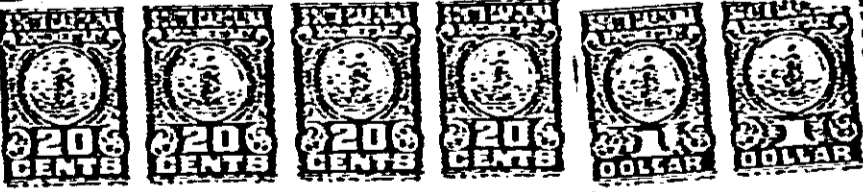
Personally appeared before me M. Williams Jr. Jean E. Seal being duly sworn
he saw the within named Roger W. Stone & Deborah Stone
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Marilyn Bruce
witnesses the execution thereof.

Subscribed and sworn to before me
this 16th day of June, 1978
Richard D. Heintz
Notary Public, State of South Carolina

My Commission expires 11-28, 1981
Form 883

RECORDED JUN 27 1978
at 1:00 P.M.

39927



GCTD JUN 27 78 174

FILED
GREENVILLE CO. S.C.
APR 10 2 37 PM '81
DONNIE S. TANKERSLEY
R.M.C.

