

FIDELITY FEDERAL S&L ASSOC.
P.O. BOX 1261
Greenville, S.C. 29602

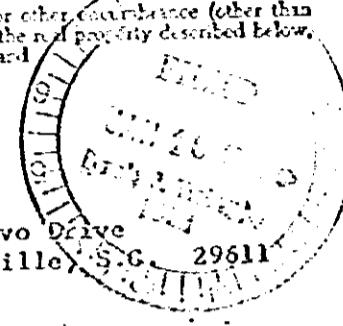
REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or before me 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 full 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 property 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:

Four bedroom, two bath, split level located at 14 Provo Drive
Greenville, S.C. 29611



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 or hereafter signed by the undersigned and does not by legal action and profits arising or to arise from said premises, with the Association, and agrees that any judge of jurisdiction may, at chancery 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 rent or other sums be not paid to Association when due, Association, at its option 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 remitted 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 secure to the benefit of Association and its successors and assigns. The affidavit of any officer or department manager of Association stating 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: Harold C. Cooper Marshall Holcombe (L.S.)

Witness: Mary S. Hill Gladys S. Holcombe (L.S.)

Dated at: Fidelity Federal Savings & Loan Greenville, S.C. (L.S.)

January 8, 1980 1980 (L.S.)

State of South Carolina 1980 (L.S.)

County of Greenville 1980 (L.S.)

Personally appeared before me Harold C. Cooper Jean E. Neal (L.S.)

I, Marion R. McAllister, Notary Public, State of South Carolina, do hereby certify that I saw the within named Harold Dean Holcombe and Gladys S. Holcombe

sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Mary S. Hill (L.S.)

witnesses the execution thereof.

Signed and sworn to before me

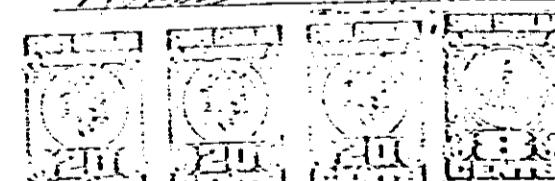
the 8 day of January 1980

By Marion R. McAllister Notary Public, State of South Carolina

My Commission exp. Jan 16, 1987

RECORDED JAR 16 SEC

at 12:00 P.M.



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