

DONNIE S. TANKERSLEY
R.M.C.

FILED

AUG 27 1979

REAL PROPERTY AGREEMENT

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AM In consideration of such loans and indebtedness as shall be made by or become due to the FIRST FEDERAL SAVINGS AND
7.8.9.0 ASSOCIATION of Greenville, S. C. (hereinafter referred to as "The Association") to or from the undersigned,

George Morice Smith and Jane C. Smith

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 The 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; and

3. Hereby assign, transfer and set over to The Association, its successors and assigns, all monies now due and hereafter be-
coming due to the undersigned, as rental, or otherwise, and howsoever for or account of the certain real property situated in the
County of Greenville, State of South Carolina, described as follows:

On the eastern side of Carlton Drive, shown as Lot 12 on a plat of Pine Valley Estates, Section
I, recorded in the R.M.C. Office for Greenville County in Plat Book MM at page 138 and being
further described as follows:

BEGINNING at an iron pin on the eastern side of Carlton Drive at the joint front corner
of Lots 11 and 12 and running thence N. 82-55 E. 150 feet to an iron pin; thence N. 7-05
W. 90 feet to an iron pin; thence S. 82-55 W. 150 feet to an iron pin on the eastern side
of Carlton Drive; thence along Carlton Drive, S. 7-05 E. 90 feet to the point of beginning;
being the same conveyed to us by James A. Walden and Jo Ann Walden.

and hereby irrevocably authorize and direct all lessees, escrow holders and others pay to The Association, all rent and all other
monies whatsoever and whenever becoming due to the undersigned, or any of them, and howsoever for or on account of said real
property, and hereby irrevocably appoint The Association, as attorney in fact, with full power and authority, in the name of the under-
signed, or in its own name, to receive and negotiate checks, drafts and other instruments received in payment of, and to receive,
receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that The Association shall have no
obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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
The Association when due, The Association, at its election, may declare the entire remaining unpaid principal and interest of any
obligation or indebtedness then remaining unpaid to The Association to be due and payable forthwith.

5. That The Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in
such places as The Association, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to The 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 The Association and its successors and assigns. The affidavit of any officer or department
or branch manager of The Association showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evi-
dence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely
thereon.

Witness Judy M. Mullinax George Morice Smith (SEAL)
Witness Linda C. Knight Jane C. Smith (SEAL)

Dated at: Greenville, S.C. Aug. 8, 1979
Date

State of South Carolina
County of Greenville

Personally appeared before me Judy M. Mullinax who, after being duly sworn, says that (s)he saw
(Witness)
the within named George M. and Jane C. Smith sign, seal, and as their
(Deponents)

act and deed deliver the within written instrument of writing, and that deponent with Linda C. Knight
(Witness)

witnessed the execution thereof.

Subscribed and sworn to before me
this 21 day of AUG., 19 79

Judy M. Mullinax
(Witness sign here)

Linda C. Knight
Notary Public, State of South Carolina
My Commission Expires 12-9-88

RECORDED AUG 27 1979
at 12:00 P.M.

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