

FILED
GREENVILLE CO. S. C.
NOV 6 10 06 AM '79
DONNIE S. TANKERSLEY
R.M.C.

REAL PROPERTY AGREEMENT

VOL 1115 PAGE 106

In consideration of such loans and indebtedness as shall be made by or become due to South Carolina Federal Savings and Loan Association (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 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; and
3. Hereby assign, transfer and set over to Association, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, or rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of Greenville, State of South Carolina, described as follows:

All that certain peice, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot No. 17 of a subdivision known as Colonial Hills, Section 3, as shown on plat thereof, prepared by Piedmont Engineers & Architects, dated May 7, 1965, recorded in the R. M. C. Office for Greenville County in Plat Book "BBB" at page 91, and having the following metes and bounds, to wit;

Beginning at an iron pin on the eastern side of Creighton Street, joint front corner of Lots Nos. 17 and 18; thence with the joint line of said lots, S. 80-15 E. 160 feet to an iron pin; thence S. 9-45 W. 100 feet to an iron pin at the corner of Lot No. 16; thence with the joint line of Lots. Nos. 16 and 17, N. 80-15 W. 160 feet to an iron pin on the eastern side of Creighton Street, joint front corner of Lots Nos. 16 and 17; thence with the eastern side of Creighton Street, N. 9-45 E. 100 feet to the point of beginning.

This is the identical property conveyed to the Mortgagors herein by deed of J. Earl McCalla and Marilyn S. McCalla, of even date, to be recorded herewith.

GCTO --- 1 NO 6 79 1521

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property and hereby irrevocably appoint Association, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse 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 Association shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

4.00CI

1 EPA 1

4328 RV-2