

15 2 11

51

BOOK 70 PAGE 1262
VOL 1062 PAGE 43

REAL PROPERTY AGREEMENT

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

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 moneys now due and hereafter becoming 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:

Beginning at an iron pin on the Western side of Morningside Drive at the joint front corner of Lots 17 and 18 and running thence with the Western side of Morningside Drive S. 0-18 W. 70 feet to an iron pin at front corner of Lots 18 and 19, thence with the joint line of said Lots S. 85-57 W. 138.5 to an iron pin on the Eastern side of Old Augusta Road, thence with the Eastern side of said Road N. 3-24 E. 70 feet to an iron pin at the joint rear corner of Lots 17 and 18, thence with the joint line of said Lots N. 85-57 E. 134.7 feet to an iron pin on the Western side of Morningside Drive the beginning corner.

FILED
MAY 5 1930
W. C. HOZMAN and Grayson, Attorneys

First Federal Savings and Loan Association
of Greenville, S. C.
President
May 5 1930
Witness: Victor C. Crayshaw
Martha S. Foster

FILED
MAY 5 1930
REC'D

and hereby irrevocably authorize and direct all lessees, assignees and others to pay to The Association, all rent and all other moneys 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 The 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 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

4328 RV.2