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29687

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DONNIE S. TANKERSLEY
R.M.C.

VOL 1065 PAGE 399

REAL PROPERTY AGREEMENT

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

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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:

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All that piece, parcel or lot of land, together with all buildings and improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, being shown and designated as Lot No. 27 on a Plat of CARTER'S GROVE, #2, dated August, 1974, prepared by Dalton & Neves, said Plat being recorded in the RMC Office for Greenville County, South Carolina in Plat Book 4R, Page 100, reference to which is hereby craved for the metes and bounds thereof.

The above described property is the same property conveyed to the Grantor herein by deed of R. E. Gregory & Co., Ltd. and College Properties, Inc., t/a Carter's Grove Associates, dated November 20, 1975, and recorded November 21, 1975, in the RMC Office for Greenville County, South Carolina in Deed Book 1027, Page 549. See also Deed Book 1053, Page 702, for correction of deed recorded in Deed Book 1027, Page 549.

The above described property is hereby conveyed subject to all rights of way easements, conditions, public roads and restrictive covenants and other instruments of public record or actually existing on the ground affecting said property.

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.

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