

Return to: Greenville, South Carolina Federal Savings & Loan Association

Post Office Box 937

Greenville, South Carolina

29602 (stamped envelope enclosed)

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SEP 30 11 20 AM '77
DONNIE S. TANKERSLEY
R.M.C.

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

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 piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, situate on the north side of West Fourth Street, being shown as Lot No. 49 on a plat of Section B of a subdivision for Woodside Mills, made by Pickell & Pickell, Engineers, January 14, 1950, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book W, Pages 111-117, inclusive, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the north side of West Fourth Street at the joint front corner of Lots Nos. 48 and 49 of Section B and running thence along the common line of Lots 48 and 49 N. 34-41 E. 123.4 feet to an iron pin on the south edge of a 12-foot alley; thence along said alley N. 55-32 W. 81 feet to an iron pin; thence with the common line of Lots 49 and 50, S. 34-41 W. 123.1 feet to an iron pin on the north side of West Fourth Street; thence along West Fourth Street S. 55-19 E. 81 feet to an iron pin, the point of beginning.

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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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