FILED

MAR 7 1979

REAL PROPERTY AGREEMENT

1. To secure 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 James C. Ballard, Jr. and Jackie C. Ballard 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 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:

Being shown as Lot No. 384 on Plat entitled Del Norte Estates, Section III, recorded in Plat Book 4N at Page 14 and 15, having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the Western side of Ladbroke Court at the joint front corner of Lot 385 and running thence with the line of Lot 385 S 43-28 W 126.1 feet to an iron pin; thence S 2-56 W 95 feet to an iron pin at corner of Lot 383' thence with line of Lot 383 N 53-11 E 190.7 feet to an iron pin on the Western side of Ladbroke Court; thence with the Western side of Ladbroke Court N 37-10 W 55 and N 44-30 W 40 feet to beginning corner.

This property is conveyed subject to restrictions, zoning ordinances, and easements of record and on the ground affecting said porperty.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to The Association, all rent and all other monies whatsoever and wheresoever 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 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 evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness [signature] James C. Ballard (SEAL)

Witness [signature] Jackie C. Ballard (SEAL)

Dated at Greenville March 5, 1979
Date

State of South Carolina
County of Greenville

Personally appeared before me Sara L. McCuen (Witness) who, after being duly sworn, says that (s)he saw the within named James Clay, Jr. & Jackie C. Ballard (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Ann Jackson (Witness) witnessed the execution thereof

Subscribed and sworn to before me this 5th day of March, 1979

[signature]
(Witness sign here)

[signature]
Notary Public, State of South Carolina
My Commission Expires [illegible]

RECORDED MAR 7 1979 at 1:30 P.M. #25582

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