

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

) FILED AGREEMENT  
G.P.F. )  
NOV 23 33 PM '82

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This agreement is entered into NOV 19th day of November, 1982 by and between James J. Andrews and Hallie C. Andrews, hereinafter referred to as Assignor, and South Carolina Federal Savings and Loan Association, hereinafter referred to as Assignee.

WHEREAS the Assignee is currently the holder of a Note from the Assignor and a Real Property Agreement recorded in the Greenville County R.M.C. Office in Book 1092 at Page 613 encumbering the property of the Assignors known as Lot No. 10 of Carriage Estates as shown in the Greenville County R.M.C. Office in Plat Book PPP at Page 15, and

WHEREAS the Assignors will this day convey the above property by general warranty deed to Joan P. Holcombe and will receive from Joan P. Holcombe a note and second mortgage encumbering the above property, and

WHEREAS the Assignors are desirous of securing the interest of the Assignee, South Carolina Federal Savings and Loan Association, they have executed an Assignment of the Mortgage of Joan P. Holcombe this date subject to the following terms and conditions:

1. Joan P. Holcombe shall make all payments under her second mortgage to the Assignors hereunder. In the event of any default on the part of the Assignors hereunder under the note to South Carolina Federal Savings and Loan Association, the Assignee shall be entitled to direct Joan P. Holcombe to make payments directly to them in satisfaction of the obligation of the Assignors until paid in full. The Assignee shall be entitled to collect from the Mortgagor the regular monthly payment of the Assignee including any delinquent interest up to the amount of the regular monthly payment.

2. In the event of default under the mortgage assigned herewith, the Assignee shall be entitled to take any and all action as specified in the mortgage on its own behalf and in its own name to collect and foreclose thereunder with or without the consent of the Assignors and shall be entitled to the first proceeds of any judicial sale or other disposition of the property. Any proceeds remaining after the satisfaction of the obligation to the Assignee, including costs and reasonable attorney's fee, shall become the property of the Assignors.

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