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REAL PROPERTY AGREEMENT

DONNIE S. TANKERSLEY R.H.C

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 <u>Greenville</u> _____. State of South Carolina, described as follows: All that piece, parcel or lot of land situate, lying and being on the northern side of Shady Lane near the Town of Greer, County of Greenville, State of South Carolina, and shown as a portion of the Estate of James Buford Bowers by plat prepared March, 1969, by Terry T. Dill, and having, according to said plat, the following metes and bounds. to-wit.

Beginning at an iron pin on the northern side of Shady Lane which iron pin is 848 feet southwest from the center line of Skyline Drive; running thence with the northern side of Shady Lane, S.67-39 E. 159.5 feet to an iron pin in the line of other property of the Estate of J. B. Bowers; running thence with the joine lint of said property. N. 22-25 W. 181.3 feet to an iron pin in the line of property of Groveland Dell; running thence N.37-00 E. 184.3 feet to an iron pin; running thence S.22-21 E. 275 feet to an iron pin, the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinance, easements and rights-of-way appearing on the property and/or of record. This is the same property as that conveyed to the Grantors herin by deed recorded in the RMC Office for Greenville County in Deed Book 872 at Page 399.

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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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