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

All that piece parcel or lot of land, located in the county of Greenville, State of South Carolina and being known and designated as Lot No. 140, Section 3, on a plat of Lake Forest Subdivision, said plat being recorded in the RMC Office for Greenville County in Plat Book GG at page 77 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the South side of Hermitage Road, at the joint front corner of Lots 139 and 140 and running thence with the joint line of said lots due S. 130 feet to an iron pin at the corner of Lot 141; thence with the line of said lots, S. 83-44 E. 206 feet to an iron pin on the west side of Rockmont Road; thence with the western side of the said road, N. 2-54 E. 50 feet to a point; thence N. 10-04 W. 85 feet to an iron pin; thence with the curve of the said Rockmont Road as it intersects with Hermitage Road, the chord of which is N. 51-25 W. 37.7 feet to an iron pin on the South side of Hermitage Road; thence with the south side of Hermitage Road, S. 87-45 W. 75 feet to a point; thence continuing with the south side of said Road, S. 89-11 W. 88.3 feet to an iron pin, the point of beginning.

This is the same property conveyed to the grantors herein by deed of Florence Z. Mitchell and George P. Mitchell dated July 30, 1973 and recorded in the RMC Office for Greenville County in Deed Book 980 at page 524 and is hereby conveyed subject to easements, conditions, covenants, restrictions and rights of way which are a matter of record and actually existing on the ground affecting the subject premises.

As part of the consideration of this deed, the Grantees agree to assume and pay in full the indebtedness due on the note and mortgage covering the above described property owned by Fidelity Federal Savings and Loan Association, dated July 30, 1975, recorded in the RMC Office for Greenville County, S.C. in Mortgage Book 1286 at page 367, which has a present balance due in the sum of \$30,285.76.

The grantees assume and agree to pay Greenville County property taxes for the tax year 1975 and all subsequent years.

















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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