REAL PROPERTY AGREEMENT 2 34 PH 1

In consideration of such loans and indebtedness as shall be made by or become dug 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 _________, State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land, with all the improvements thereon, situate, lying and being in the State of South Carolina, County of Greenville, Butler Township, on the western side of Howell Circle, known and designated as Lot No. 11 of Rodgers Valley Heights, containing 3.28 acres, more or less, and having according to a plat prepared by C. O. Riddel, R. L.S., the following metes and bounds, towit:

BEGINNING at an iron pin on the western side of Howell circle, the joint front corner of Lots 10 and 11, thence along the curve of Howell Circle, the arc of which is S. 10-38 W. 31 feet to a point; thence continuing along the western side of Howell Circle S. 23-53 W. 415.5 feet to a point, joint front corner of Lots 11 and 12; thence along the joint line of said lots N. 66-07 W. 425 feet to a point; thence N. 23-53 E. 222 feet to a point; thence along the joint line of lots 10 and 11, N. 85-49 E. 473.7 feet to 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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