## REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become one to the PIRST PriDERAL SAVLORS AND LOAN ASSOCIATION of Greenville, S. C. thereinafter referred to as "The Association" to or liver the critics good.

Alvin J. & Ann G. Hamby

Jointly or severally, and until all of such loans and indebtedness have been paid in full, or until two dyers locals following the death

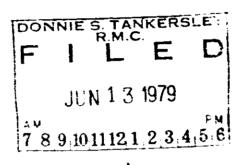
of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, produce and agree.

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real

2. Without the prior written consent of The Association, to refrain from creating or permitting any lon or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manuar disposing of, the real property described below, or any interest therein; and

Rt. 2, Hwy. 14, Greenville, S. C. 29607

property described below; and



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 whensoever 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 indeptedness 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 Flan Jan	x	Olem Offamfy (SEAL)
Dated at: Mauldin, S. C.	×	June 1, 1979  Date  (SEAL)
State of South Carolina County of Greeny	ille	
Personally appeared before me	(Witness)	who, after being duly sworn, says that (s)he saw
the within namedAlvin_T.	& Ann C. Hamby (Borrowers	sign, seal, and as their
act and deed deliver the within writter	n instrument of writing, and	hat deponent with William J. Long (Witness)
witnessed the execution thereof		•
Subscribed and sworn to before me this lst day of June  Notary Public, State of South Carolina	, <b>19</b>	(Witness sign here)
My Commission Expires 9	<u>88</u>	

RECORDY 3UN 1 3 1979

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at 12:30 P M.

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the same at the con-

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