FILED GREENVILLE CO. S. C.

HOV 5 11 51 AM '79 DONNIE S. TANKERSREAL PROPERTY AGREEMENT

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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

- 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 certain piece, parcel or lot of land, with the buildings and improvements thereon, lying and being on the northwesterly side ofState Park Road (formerly Paris Mountain Road), near the city of Greenville, South Carolina, being shown as Lot No. 17 on the plat of North Sunset Hills as recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book L, Page 92, and having, according to said plat the following metes and bounds, towit:

BEGINNING at an iron pin on the northwesterly side of State Park Road at a point 35.7 feet southwest of the westerly corner of the intersection of State Park Road and Elizabeth Drive, said pin being the joint front corner of Lots Nos, 17 and 18, and running thence along the joint line of said lots N. 26-30 W. 160 feet to an iron pin on the southeasterly side of a five foot strip reserved for utilities; thence along the southeasterly side of said 5 foot strip S. 64-57 W. 56 feet to an iron pin, joint rear corner Lots Nos. 16 and 17; thence along the joint line of said Lots 25-03 E. 160 feet to an iron pin on the northwesterly side of State Park Road; thence along the northwesterly side of said Road N. 64-57 E. 60 feet to the point of beginning, less, however, approximately five (5) feet of the front of the lot which was taken under the power of eminent domain by the State of South Carolina.











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.