## 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
- 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 in the County of Greenville, State of South Carolina, situate, lying and being on the Southern side of Sunny Lane and being known and designated as the western portion of Lot No. 27 on a plat of "Property of R.E. Dalton", made by Dalton & Neves, Engineers, dated November, 1947, recorded in the RMC Office for Greenville County in Plat Book S at Page 15, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Sunny Lane, joint corner of lots 26 and 27 and running thence along the southern side of said Lane, S.85-46 E. 193 feet to an iron pin; thence S.03-46 W. 273 feet to an iron pin; thence N.78-35 W. 194.8 feet to an iron pin corner of Lot 26, N. 03-46 E. 250 feet to the point of beginning.

This is the same property as that conveyed to the mortgagors herein by deed from Carol G. Morgan and Lucille Anne Curry, dated May 31, 1977 and recorded in the RMC Office for Greenville County on May 31, 1977.



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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