REAL PROPERTY AGREEMENT 600x1147ms 998

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 lot of land situate in the County of Greenville, State of South Carolina, being shown as Lot No.82 on a plat of Cedar Vale Subdivision, Section II, dated December 10, 1969, prepared by Piedmont Engineers and Architects recorded in Plat Book FFFF, at page 12 in the R.M.C. Office for Greenville County, said plat being craved for a metes and bounds description.

This property is conveyed subject to a sewer right of way and a 10 foot drainage and utility easement as shown on the aforementioned plat and is also conveyed subject to all other easements, restrictions, and rights-of-way of record.



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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