

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Greenville, S. C. (hereinafter referred to as "The Association" to or from the undersigned, Samuel E. Whitehead and Kathy L. Whitehead

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 last survivor 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 The 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 The Association, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howsoever for or account of the certain real property situated in the

County of Greenville, State of South Carolina, described as follows:
 Located on the northwest side of Friartuck Road, being shown and designated as Lot No. 49 on plat of Sherwood Forest, filed in the R.M.C. Office for Greenville County in Plat Book GG at pages 2 and 3 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the northwest side of Friartuck Road at the joint front corner of Lots 49 and 48 and running thence with the joint line of those lots N. 50-03 W. 144.1 feet to an iron pin; thence N. 32-42 E. 78.8 feet to an iron pin; thence S. 48-56 E. 155 feet to an iron pin on the northwest side of Friartuck Road; thence along said Road S. 40-32 W. 75 feet to an iron pin at the point of beginning.

9
 FILED
 GREENVILLE CO. S.C.
 MAY 25 12 09 PM '78
 DOMINIE S. TANKERSLEY
 R.M.C.

PAID SATISFIED AND CANCELLED
 First Federal Savings and Loan Association
 of Greenville, S. C.
George J. Miller
 Assistant President
 35212
Cancelled
Domie S. Tankersley
R.M.C.

FILED
 APR 13 1978
 DOMINIE S. TANKERSLEY
 R.M.C.

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.

118

Witness

May 16 1978
[Signature]

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