

JUN 14 1976

VOL 1037 PAGE 972

DONALD S. TANNERSLEY
REAL PROPERTY AGREEMENT
R. M. C.

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, Elmer H. Coleman

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:

217 Brockman Avenue, Greenville, South Carolina 29609, being shown and designated as portions of Lots Nos. 19, 20, 26 and 27 on a Plat of SANS SOUCI VILLA recorded in the RMC Office for Greenville County, South Carolina in Plat Book A, Pages 510 and 511, and also shown as a portion of said property on a Plat of Mrs. G. W. Green made by C. C. Jones Engineers dated April 30, 1955, recorded in the RMC Office for said County and State in Plat Book II, Page 129 and having according to said Plats the following metes and bounds, to wit: BEGINNING at an iron pin on the Northwestern side of Brockman Avenue at a point in the front line of Lot No. 27, said iron pin being 38 feet Southwest from the joint front corners of Lots Nos. 27 and 28 and running thence in a line through Lots Nos. 27 and 20, N. 57-25 W., 125.9 feet to an iron pin; thence S. 32-45 W., 42 feet to an iron pin; thence S. 33-46 W., 26.4 feet to an iron pin; thence S. 65-15 E., 147.8 feet to an iron pin on the Northwestern side of Brockman Avenue; thence along the Northwestern side of Brockman Avenue, N. 20-30 E., 61.6 feet to an iron pin, the beginning corner,

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 indebtedness 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 Carol B. Richardson x Elmer H. Coleman (SEAL)
 Witness Linda C. Knight x _____ (SEAL)

Dated at: Greenville County June 8, 1976
Date

State of South Carolina
County of Greenville
Personally appeared before me Carol B. Richardson who, after being duly sworn, says that (s)he saw
(Witness) his
the within named Elmer H. Coleman sign, seal, and as their
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Linda C. Knight
(Witness)
witnessed the execution thereof.

Subscribed and sworn to before me
this 8th day of June, 1976
Carol B. Richardson
(Witness sign here)

Linda C. Knight
Notary Public, State of South Carolina
My Commission Expires 1-31-78

4328 RV-2