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 JAN 4 1977
 JAMES T. ...
 M.C.

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to the ANDERSON SAVINGS & LOAN ASSOCIATION, ANDERSON, S.C. (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 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 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, as rental, or otherwise, and howsoever for or on account of this certain real property situated in the County of Greenville State of South Carolina, described as follows:

214 Kirk Blvd.
 Greenville, S.C.



632 AM 40 125 M

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Association, all rent and all other monies whatsoever and whenever 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 a trustee 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.

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 Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.
5. That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.
6. Upon payment of all indebtedness of the undersigned to 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 Association, and its successors and assigns. The affidavit of any officer or department manager of 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 Rebecca Vandiver x [Signature]
 Witness E. Lipton T. Sewell x

Dated at: Anderson, S.C. Dec. 29, 1976
DATE

STATE OF SOUTH CAROLINA
 COUNTY OF ANDERSON

Personally appeared before me Rebecca N. Vandiver (WITNESS) who, after being duly sworn, says that he saw the within named Charles H. Bracken (BORROWERS) sign, seal, and as their act or deed deliver the within written instrument of writing, and that deponent with E. Lipton T. Sewell (WITNESS) witnesses the execution thereof, Anderson Savings & Loan Association

Subscribed and sworn to before me
 this 29 day of Dec., 19 76
[Signature]
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

RECORDED JAN 4 '77 At 11:00 A.M.

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