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## 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 Greenville State of South Carolina, described as follows:

"All that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northern side of Hillsborough Drive near, the City of Greenville, being known and designated as Lot 38 on plat of Merrifield Park prepared by C.O. Riddle, R.L.S., October, 1967 and recorded in the R.M.C. Office for Greenville County in Plat Book 000, at Page 177, and having the following metes and bounds, to-wit: BEGINNING at an iron pin on the northern side of Hillsborough Drive at the corner of Lot No. 39, and running thence with the northern side of said drive, N. 88-20 W. 110 feet to an iron pin at the corner of Lot No. 37; thence with the lines of Lots Nos. 37 and 36, N. 1-40 E. 229.4 feet to an iron pin in the line of Lot No. 35: thence with the line of said lot, S. 88-20 E. 9 feet to an iron pin at the corner of property of Ed High; thence with the line of said lot, S. 69-22 E. 106.82 feet to an iron pin at the corner of Lot No. 39; thence with the line of said lot, S. 1-40 W. 194.5 feet to the beginning corner.

ALSO: "All that certain piece, parcel, or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as Lot 38-A on plat of property of Ed High, recorded in the R.M.C. Office for Greenville County in Plat Book 4 N, at Page 18, and having the following metes and bounds, to-wit: BEGINNING at an iron pin at joint rear corner of Lots 2 and 3, which iron pin is 273.9 feet from iron pin on Merrifield Drive; thence S. 5-59 W. 27.1 feet to a point; thence N. 69-22 W. 106.82 feet to an Iron pin; thence along the rear line of Lot 3, S. 84-00 E. 103.35 feet to an iron pin, the point of beginning."

The above described property is the same conveyed to me by John R. Longshore, Jr. and Sherrill S. Longshore by deed of even date, to be recorded herewith.

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and hereby irrevocably authorize and direct all lessess, 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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