

REAL PROPERTY AGREEMENT

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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, Algie C. Poole, Jr.

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:

Beginning at an iron pin on the Southwest side of Longview Terrace at the corner of Lot No. 23, and running thence along the line of that lot, S. 20-44 W. 147.1 feet to an iron pin at the rear corner of said lot in the center of a 10 foot strip reserved for utilities: thence along the center of said utility strip, N. 65-45 W. 72.1 feet to an iron pin at the rear corner of the lot formerly belonging to Charles W. Scales, Jr., which point is 2 feet Northwest of the rear corner of Lot Nos. 24 and 25: thence in a Northeasterly direction intersecting the joint line of Lots Nos. 24 and 25 about midway, 143 feet, more or less, to an iron pin on the Southwest side of Longview Terrace, which point is 2 feet Southeast of the corner of Lot No. 25: thence along the Southwest side of Longview Terrace, S. 69-16 E. 68 feet to the beginning corner: being a portion of the property conveyed to me David Williams Hiott by deed dated October 21, 1949, recorded in the R.M. C. Office for Greenville County in Vol. 395, at page 163, and also a small triangle lot from Lot No. 25 conveyed to me by Charles W. Scales, Jr. by deed recorded in the R.M.C. Office for Greenville County in Deed Vol., Page.

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 Algie C. Poole, Jr. (SEAL)  
Witness Barbara Popham (SEAL)

Dated at: First Federal Savings & Loan Assn. 10/19/77  
Date

State of South Carolina Greenville  
County of

Personally appeared before me Carol B. Richardson who, after being duly sworn, says that (s)he saw  
(Witness)

he within named Algie C. Poole, Jr. sign, seal, and as their  
(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with Barbara Popham  
(Witness)

witnessed the execution thereof.  
Subscribed and sworn to before me  
this 19th day of October, 19 77

Carol B. Richardson  
(Witness sign here)

Barbara C. Popham  
Notary Public, State of South Carolina  
My Commission Expires 9-15-81

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