

GREENVILLE CO. S. REAL PROPERTY AGREEMENT

19 9 20 1978

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 piece, parcel or lot of land situate, lying and being in Greenville County, State of South Carolina, being known and designated as Lot 12 on plat of property of Northside Heights recorded in Plat Book "MV", at Page 89 in the RMC Office for Greenville County and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwestern side of Northside Circle at the joint front corner of Lots 11 and 12 and running thence with Northside Circle, N. 34-28 W. 100 feet to an iron pin; thence S. 55-42 W. 116 feet to the branch; thence with the branch, the chord of which is S. 25-42 E. 101.1 feet to the joint rear corner of Lots 11 and 12; thence with line of Lot 12, N. 55-42 E. 131.2 feet to the point of beginning.

This is the identical property conveyed to the mortgagors herein by deed of United Development Services, Inc., of even date, to be recorded herewith.



NOT RECORDED 091978 1203 1.7501

and hereby irrevocably authorize and direct all lessees, 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.

4328 RV-2