

DONNIE S. TANKERSLEY
R.M.C.
FILED
MAY 16 1979

REAL PROPERTY AGREEMENT

Vol 1102 Page 000

AM. consideration of such ^{FM} 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,
Regis F. Birx and Doris G. Birx

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 be-
coming 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:

Greenville, City of Greenville, Being shown as lot 7 on plat of property of T.R. Hughes Made
by Carolina Surveying Co., May 19, 1972 and Being a portion of the property shown on plat
recorded in the RMC Office for Greenville, S.C. in Plat Book Y, Page 101 and having according to
said plat, the following metes and bounds, to wit:

Begining at an iron pin in the center of Carol Road at the joint front corner of Lots 7 and 8
and runs thence N. 27-51 E. 25 feet to an iron pin on the north edge of the Carol Road thence
still along the line of Lot 8 N. 27-51 E. 153 feet to an iron pin; thence along the line of Lot 6
S. 65-27 E. 295.6 feet to an iron pin; thence along the line of Lot 4 S. 27-03 W 230.7 Feet
to an iron pin on the north edge of Carol Rd; thence continuing along the line of Lot 4 S.
27-03 W. 25 feet to a point in the center of Carol Rd; thence along the center of Carol
Road N. 68-01 W. 300.5 feet to 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 under-
signed, 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 evi-
dence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely
thereon.

Witness Cheri H. Andrews x Regis C. Birx (SEAL)
Witness Linda C. Knight x Doris G. Birx (SEAL)

Dated at: First Federal Savings and Loan 4-26-79
Greenville, South Carolina Date

State of South Carolina Greenville
County of _____

Personally appeared before me Cheri H. Andrews who, after being duly sworn, says that (s) he saw
(Witness)
the within named Regis C. Birx and Doris G. Birx 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 26th day of April, 19 79
Cheri H. Andrews
(Witness sign here)

Linda C. Knight
Notary Public, State of South Carolina
My Commission Expires 2-9-81

RECORDED MAY 16 1979 33530
at 1:30 P.M.

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