

R.M.C.
FILED

AUG 27 1979

REAL PROPERTY AGREEMENT

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AM In consideration of such loans and indebtedness as shall be made by or become due to the FIRST FEDERAL SAVINGS AND
ASSOCIATION for Greenville, S. C. (hereinafter referred to as "The Association" to or from the undersigned,

Olin and Betty Connor

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:

Oneal Township, near Berry's Mill, lying on the eastern side of the Durham Road and being of the same land conveyed to John D. Conners, et al. by deed from Sam K. Nix, September 28, 1970, recorded in the office of the RMC for Greenville County in Deed Book 899, at page 328, and having the following courses and distances-to-wit; Beginning on an old nail and cap in the center of the said Durham Road, and runs thence S. 86-49 E. 18 feet to an old iron pin on the bank of the road; thence continuing with the same course for a total distance of 191.9 feet to an old iron pin; thence N. 14-07 W. 276 feet to an iron pin on old line; thence a new line, S. 58-44 W. 240.5 feet to a nail and cap in the center of the Durham Road (iron pin back on line at 18 feet); thence with the center of the said road, N. 31-21 E. 155 feet to the beginning corner, containing One and One-hundredth (1.01) acres, more or less; being the same conveyed to us by John D. Conners and Irene F. Conners by deed dated July 3, 1971, to be recorded herewith.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to The Association, all rent and all other monies whenever 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 be hereby authorized to rely thereon.

Witness T. Smith

Olin D. Connor (SEAL)

Witness Linda L. Parr

Betty Connor (SEAL)

Dated at: Greenville, South Carolina Aug. 8, 1979
Date

State of South Carolina Greenville
County of

Personally appeared before me Ted Smith (Witness) who, after being duly sworn, says that (s)he saw

the within named Olin D. and Betty Connor (Borrowers) sign, seal, and as their

deed and deed deliver the within written instrument of writing, and that deponent with Linda L. Parr (Witness)

witnessed the execution thereof:
Subscribed and sworn to before me
this 8th day of August, 1979

T. Smith
(Witness sign here)

Linda L. Parr
Notary Public, State of South Carolina
My Commission Expires 1-30-89

RECORDED AUG 27 1979
at 12:00 P.M.

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