

U.S.C.
REAL PROPERTY AGREEMENT
GREENVILLE

BOOK 1122 PAGE 300

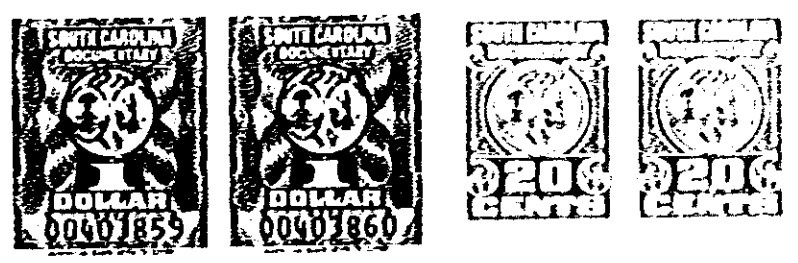
In consideration of such loans and indebtedness as shall be made by or become due to South Carolina Federal Savings and Loan Association (hereinafter referred to as "Association") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or 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 the improvements thereon, in the state of South Carolina, County of Greenville, lying on the northeastern side of Overbrook Circle in the City of Greenville, being shown as lot 64 on a plat of the property of Overbrook Land Company, September 17, 1913, prepared by H. O. Jones, and recorded in the R.M.C. Office for Greenville, County in Plat Book "E", at pages 251-252, and according to said plat being more particularly described as follows:

BEGINNING at an iron pin on the eastern side of Overbrook Circle at the front corner of Lot no. 63 and running thence with the curve of the east and north sides of Overbrook Circle the following courses: S.12-38W. 50.8 feet to an iron pin; S11-37 E. 50/feet to an iron pin; S.24-20 E. 50 feet to an iron pin; S. 42-33 E.49.9 feet to an iron pin; thence S. 58-03 E.56.1 feet to an iron pin at the front corner of Lot No. 65; thence with the line of said lot N. 13-13 E. 172.1 feet to an iron pin at the rear corner of said lot; thence continuing N. 13-13 E. 10 feet across the head of an alley to an iron pin at the joint rear corner of Lots Nos. 62 and 63; thence with the line of lot no. 63 N. 76-47 W. 146.4 Feet to the beginning corner. Together with all of the Grantor's right, title and interest in and to a 10 foot alley running along the north and east sides Lot no. 65 and shown on the plat above referenced to as part of the lot herein conveyed.

Being the same property conveyed to John N. Faily by Richard H. Benson by deed recorded in Deed Book 707 at page 499. The said John N. Faily died in testate January 1, 1970, as will more fully appear by Probate Court Records as shown in Apartment 1152, at File 4, for Greenville County, and being the same property conveyed to the Grantor by deed dated February 21, 1972, and recorded in Deed Book _____, at page _____.



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.

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