

FILED  
FEB 15 1982  
Donnie S. Tankersley

REAL PROPERTY AGREEMENT

BOOK 1162 PAGE 422

Consideration of such loans and indebtedness as shall be made by or become due to Carolina Federal Savings and Loan Association (hereinafter referred to as "Lender") 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 last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree as follows:

- 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
- 2. Without the prior written consent of Lender, 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.
- 3. Hereby assign, transfer and set over to Lender, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as 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:

LOT #15 on a plat of FORTWA Forest  
51 TAMARACK TRAIL  
Greenville, South Carolina 29609

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Lender, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of the, and howsoever for or on account of said real property, and hereby irrevocably appoint Lender, 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 Lender 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 Lender when due, Lender, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Lender to be due and payable forthwith.

5. That Lender may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Lender, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Lender 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 Lender and its successors and assigns. The affidavit of any officer or department manager of Lender 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 [Signature] X Richard E. Ballenger  
 Witness Janet E. Fleming X [Signature]  
 Dated at: Greenville, South Carolina 2/4/82  
 Date

State of South Carolina  
 County of Greenville  
 Personally appeared before me Bartow B. Gilbert, Jr. who, after being duly sworn, says that he saw  
 the within named Richard E. Ballenger sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Janet E. Fleming  
 witnesses the execution thereof.

Subscribed and sworn to before me  
 11th day of February, 19 82 [Signature]  
 (Witness sign here)  
 Notary Public, State of South Carolina  
 My Commission expires: 5-8-90

RECORDED FEB 15 1982 at 10:45 A.M. 18250

270

4328 RV-2