

SEP 12 1978

REAL PROPERTY AGREEMENT

VA 1087 fax 213

NYA 78 REC 571

LOAN ASSOCIATION of Greenville, S. C. (hereinafter referred to as "The Association") to or from the undersigned.
New Salem Baptist Church by Deacons

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. Herby 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 hereover for or account of the certain real property situated in the County of Greenville, State of South Carolina, described as follows:

Containing 5.26 acres, more or less, according to a plot of C.A. Broadway, South Carolina Reg. Surveyor 1891, dated August 20, 1971, and recorded in the R.M.C. Office for Greenville County in Plot Book SW, at Page 30. SEE ATTACHED..

Bennett, Chapman & Stuck, ATTORNEYS

PAID SATISFIED AND CANCELLED
First Federal Savings and Loan Association
of Greenville, S. C. Same As, First Federal
Savings and Loan Association of S. C.

House (1) 1/1/1980

Sept 12 13 39 21

Witness: T. C. (Custodian)

Tom Steele

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and hereby irrevocably authorize and direct all lessors, escrow holders and others to pay to The Association, all rents and all other moneys whatever and whenever becoming due to the undersigned, or any of them, and hereover 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 further force or effect.

4328 N.Y.