

FILED
DEC 10 1979
Clerk of Court
Greenville, S.C.

REAL PROPERTY AGREEMENT

BOOK 1117 PAGE 134

In consideration of such loans 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, Howard C. Martin, Jr. and Nanci A. Martin jointly and 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:

All that piece, parcel or lot of land, situate, lying and being on the southern side of Tallulah Drive, in the City of Greenville, County of Greenville, State of South Carolina, being shown and esignated as Lot No. 1 on a plat entitled "Property Of Carobel C. Martin Estate", recorded in the R.M.C. Office for Greenville County in Plat Book 50 at Page 46, and having, according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the southern side of Tallulah Drive, at the joint fron corner of Lots 1 and 2, and ruuning thence S. 25-50 E. 200 feet to an iron pin; thence along the rear of Lot No. 1, S. 64-10 W. 85.6 feet to an old iron pin; thence N. 25-40 W. 200 feet to an old iron pin on Tallulah Drive; thence along Tallulah Drive, N. 64-10 E. 85 feet to the point of beginning.

This conveyance is subject to all restrictions, setback lines, roadways, zoning ordinances, easements and rights-of-way appearing on the property and/or of record.

Derivation: This being the same property conveyed to Grantor by deed of the South Carolina Nation Bank and Judson C. Martin dated January 27, 1976, recorded January 29, 1976 in the RMC Office for Greenville County in Deed Book 1030 at Page 841, 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 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 and is hereby authorized to rely thereon.

Witness Judy M. Muller x Howard C. Martin, Jr. (SEAL)
 Witness Ann Jackson x Nanci A. Martin (SEAL)

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Dated at: Greenville, South Carolina 11-30-79
 Date
 State of South Carolina Greenville
 County of
 Personally appeared before me Judy M. Muller who, after being duly sworn, says that (s)he saw
 (Witness)
 He within named Howard C. and Nanci A Martin sign, seal, and as their
 (Borrowers)
 act and deed deliver the within written instrument of writing, and that deponent with Ann Jackson
 (Witness)

Witnessed the execution thereof.
 Subscribed and sworn to before me
 this 30th day of Nov, 1979
Judy M. Muller
 (Witness sign here)
Ann Jackson
 Notary Public, State of South Carolina
 My Commission Expires 2-6-89

RECORDED DEC 10 1979 at 2:00 P.M.

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