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MAY 7 1980
Perry S. Tankersley
R.R.C.

BOOK 1125 PAGE 307

REAL PROPERTY AGREEMENT

BOOK 73 PAGE 1572

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, Alice L. Hawkes, John L. Hawkes, and James R. Hawkes

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:

All that certain piece, parcel or lot of land, with all improvements thereon or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in Greenville Township, being known and designated as Lot 204 on a plat of the property of Belle Heade Subdivision, recorded in Plat Book EE at pages 116 and 117 in the R.M.C. office for Greenville County, and having, according to a more recent survey of the property of Perry Walker Brown, made by R.W. Dalton, Engineer, dated March 8, 1957, the following metes and bounds, to-wit: Beginning at an iron pin on the northern side of Pine Creek Drive, said iron pin being 445 feet east of the intersection of Pine Creek Drive and Dorchester Boulevard at the joint front corner of Lots 203 and 204, and running thence with the line of Lot 203, N. 21-46 W. 160 feet to an iron pin; thence N. 6445 E. 122.4 feet to an iron pin joint rear corner of Lots 204 and 205; thence with the line of Lot 205, S. 7-55 E. 179.8 feet to an iron pin on Pine Creek Drive; thence with said Pine Creek Drive, S. 74-08 W. 80 feet to the beginning corner.

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 Barbara M. Thurston X Mrs. Alice L. Hawkes
Witness Judy M. Mullinax X John L. Hawkes (SEAL)
X James R. Hawkes (SEAL)

Dated at: Greenville, S.C. 4-23-80
Date

State of South Carolina Greenville
County of

Personally appeared before me Barbara M. Thurston who, after being duly sworn, says that (s)he says the within named Alice L. Hawkes, John L. Hawkes, and James Hawkes sign, seal, and do their

act and deed deliver the within written instrument of writing, and that deponent with Judy H. Mullinax (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 23 day of April, 1980
Barbara M. Thurston (Witness sign here)

Judy M. Mullinax
Notary Public, State of South Carolina
My Commission Expires 5-11-89

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

RECORDED MAY 7 1980 at 11:30 A.M.
Bozeman, Grayson & Smith, Attorneys
Witness Vicki C. ...
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