

REAL PROPERTY AGREEMENT

VOL 1039 PAGE 817  
BOOK 76 PAGE 1489

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, Richard G. & Bonnie S. Berry

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:

Being Lot No 36 of a subdivision known as "Cole Acres" surveyed and plated by Madison H. Woodward R.E. May 1946, said plat recorded in R.M.C. Office for Greenville County on September 6th, 1946 in Plat Book "P" at page "73".

*Bornton, Gibson & Smith, Attorneys*  
*RECORDED AND CANCELLED*  
*First Federal Savings and Loan Association*  
*of Greenville, S. C. Same As, First Federal*  
*Savings and Loan Association of S. C.*

DONNIE S. TANKERSLEY  
R.M.C.  
FILED  
APR 3 1979  
AM PM  
7 8 9 10 11 12 1 2 3 4 5 6

FILED  
CO. S. C.  
APR 3 11 01 AM '82  
DONNIE S. TANKERSLEY  
R.M.C.

March 8 1982

*Mary Ann Sullivan*  
22361

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 Peggy W. Poag Richard A. Berry (SEAL)  
Witness Janet L. Knight Bonnie S. Berry (SEAL)

Dated at Greenville, S.C. 3/28/79  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Janet L. Knight who, after being duly sworn, says that (s)he saw

the within named Richard G. Berry, Sr. and Bonnie S. Berry sign, seal, and as their

act and deed deliver the within written instrument of writing, and that dependent with Peggy W. Poag

witnessed the execution thereof

Subscribed and sworn to before me  
this 28th day of March, 19 79

Peggy W. Poag  
Notary Public, State of South Carolina  
My Commission Expires 8-14-79

Janet L. Knight  
(Witness sign here)

RECORDED APR 3 1979

at 12:00 P.M.

25597

1979

RV-2

CG70  
APR 3 79 1533

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