

Please return to: South Carolina Federal S & L Association  
Post Office Box 937  
Greenville, South Carolina 29602 (stamped addressed envelope  
attached)

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GREENVILLE CO. S. C.

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### REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to South Carolina Federal Savings and Loan Association (hereinafter referred to as "Association") 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 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 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 Association, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, or 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:

ALL that certain lot of land with the buildings and improvements thereon in the County of Greenville, State of South Carolina, on West Decatur Street, and being known and designated as Lot No. 97 as shown on plat of property of J.P. Rosamond from a revised plat of property of Sans Souci Development Co., which plat is recorded in the R. M. C. Office for Greenville County in Plat Book H at page 185 and 186, and said lot having the following metes and bounds:

BEGINNING at an iron pin on West Decatur Street at the joint front corner of Lots Nos. 96 and 97, and running thence along the joint line of said lots, N. 64-45 W. 179.7 feet to iron pin; thence N. 25-09 E. 60 feet to iron pin; thence along the joint line of Lots 97 and 98, S. 64-45 E. 179.8 feet to iron pin on West Decatur Street; thence along West Decatur Street S. 25-15 W. 60 feet to the beginning corner.

This is the identical property conveyed to the grantors by deed of Henry R. Homesley dated October 1, 1969, which was recorded in the R. M. C. Office for Greenville County on October 3, 1969 in Deed Book 877, at page 88.

This conveyance is made subject to any and all existing easements, rights-of-way, reservations, and restrictions or protective covenants.

As a part of the consideration for this conveyance, grantee assumes and agrees to pay according to the terms thereof the mortgage of Henry R. Homesley to C. Douglas Wilson & Co., in the original, principal amount of \$8,400.00, dated October 9, 1953 and recorded in Mortgage Book 937, at page 63, on which the present balance is \$6,312.21.

This being the same property conveyed to Wayne Mosher and Dorothy N. Mosher on the 30th day of July, 1976 in the R. M. C. Office for Greenville County.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, 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 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 Association shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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