

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 piece, parcel or lot of land, situate, lying and being on the northern side of Westview Avenue, in the City of Greenville, County of Greenville, State of South Carolina, and known and Designated as Lot No. 9 of a subdivision known as Lost Valley, Section 2, plat of which is recorded in the RMC Office for Greenville County in Plat BOOK 5-P, at Page 36, and, according to said plat, has the following metes and bounds, to wit:

BEGINNING at an iron pin on the northern side of Westview Avenue, at the joint front corner of Lots 9 and 10, and running thence with the joint line of said lots, N. 19-50 W. 115.3 feet to an iron pin; thence S. 89-02 E. 97.2 feet to an iron pin at the joint rear corner of Lots Nos. 8 and 9, which pint is in the line of a creek; running thence with the said creek S. 0-06 E. 98.5 feet to an iron pin on the northern side of Westview Avenue, at the joint front corner of Lots 8 & 9; running thence with the northern side of Westview Avenue, N. 89-09 W. 22.8 feet to a point; thence continuing with said avenue, S. 76-16 W. 36.5 feet to an iron pin, point of beginning.

This is the identical property conveyed to the Mortgagor herein by deed of United Development Services, Inc., of even date, to be recorded herewith.

ALSO: It is the intention to include within the terms of this mortgage the right of way over a small portion of adjoining Lot 10 for driveway purposes as stated in the deed to the mortgagor herein.



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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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