

RECORDED
INDEXED
APR 3 1979

REAL PROPERTY AGREEMENT

100-918

In consideration of such loans and indebtedness as shall be made by or become due to the FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, (204711) S. C. (hereinafter referred to as The Association) to or from the undersigned,

Alan Tucker and Carolyn G. Tucker

jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty 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:

On the Northwest side of Waccamaw Avenue, being shown as Lot no. 2, on plat of property of C. B. Martin, recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book F. Page 102, and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin on the northwest side of Waccamaw Avenue, at the joint front corner of Lots 2 and 4, and runs thence along the line of Lot 4, N. 71-35 W. 171.9 feet to an iron pin; thence N. 16-51 E. 69.9 feet to an iron pin at the southwest edge of a 20 foot alley; thence along the southwest edge of said alley, S. 71-35 E. 166.2 feet to an iron pin on the northwest side of Waccamaw Avenue, S. 12-10 W. 70.3 feet to the beginning corner.

This is the same property conveyed to Verne Cassady and Sara K. Cassaday by Deed dated August 1, 1975, said Deed being recorded in the R. M. C. Office for Greenville county in Deed Book 1022 at Page 147, said property being conveyed to Mortgagors and having been recorded in the R. M. C. Office for Greenville County in Deed Book 1053 at Page 84.

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 whenever 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 enforce 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 in 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 issue 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 Carolyn G. Tucker Alan Tucker (SEAL)
Witness Ann L. Jackson Ann L. Jackson (SEAL)

Dated at Greenville, South Carolina March 8, 1979
Date

State of South Carolina
County of Greenville

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

the within named Alan Tucker and Carolyn G. Tucker sign, seal, and as their

act and deed deliver the within written instrument of writing, and that dependent with Ann L. Jackson

witnessed the execution thereof

Subscribed and sworn to before me
this 8th day of March, 1979
(Witness sign here)

Ann L. Jackson
Notary Public, State of South Carolina
My Commission Expires 1-2-1980

100-918

180

4329 RV-2