

REAL PROPERTY AGREEMENT

VEL 68 PAGE 260  
VEL 1055 PAGE 31

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,

Luther James and Marsha Kay

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, near the City of Greenville, being shown as Lot No. 1 on plat of North Sunset Hills made by Dalton and Neves in July 1941, recorded in Plat Book "L" at page 92, in the R.M.C. Office for Greenville County.

*Cancelled*  
*Donnie S. Tankersley*  
*R.M.C.*  
Bozeman and Grayson, Attorneys

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

323-17

*Nancy C. Whitmore*  
*Attorney at Law*

*April 20 1979*

Witness *Cathy Yeague*

and hereby irrevocably authorize and direct all lessees, ~~except the undersigned~~ 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 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 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 *Nancy C. Whitmore*  
*DeCroy*

Witness *T. Smith*

*Luther Kay* (SEAL)

*Marsha Kay* (SEAL)

Dated at: First Federal Savings & Loan Assn.

4/22/77  
Date

State of South Carolina  
County of Greenville

FILED  
MAY 5 1977  
DONNIE S. TANKERSLEY  
R.M.C.

FILED  
GREENVILLE CO. S.C.  
MAY 7 1979  
11 22 AM '79  
DONNIE S. TANKERSLEY  
R.M.C.