

APR 3 1974  
DONNIE S. TANKENLEY  
R.M.C.

VEL 906 REG 576

125

REAL PROPERTY AGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to FIRST FIDELITY BANK AND TRUST COMPANY (hereinafter referred to as "Bank") 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 last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree as follows:

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.

2. Without the prior written consent of Bank, 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.

3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise, and hereafter 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 piece, parcel

or lot of land, with all improvements thereon, or hereafter to be constructed thereon, situate, being in the State of South Carolina, County of Greenville, on the southwesterly side of Sherborne Drive near the City of Greenville, S. C., being known and designated as Lot No. 361 on plat entitled "Del Norte Estates, Section III, Sheet No. II", as recorded in the RMC Office for Greenville County, S. C. in Plat Book 4N, pages 14 and 15 and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the southwesterly side of Sherborne Drive, said pin being the joint front corner of Lots 361 and 360 and running thence with the common line of said lots S 35-29 W 135 feet to an iron pin, the joint rear corner of Lots 360 and 361; thence N 44-31 W 115.8 feet to an iron pin on the southeasterly side of Ladbroke Road; thence with the southeasterly side of Ladbroke Road N 38-33 E 90 feet to an iron pin at the southerly intersection of Ladbroke Road and Sherborne Drive; thence N 75-28 E 34.75 feet to an iron pin on the southwesterly side of Sherborne Drive; thence with the northwesterly side of Sherborne Drive S 54-31 E 85 feet to an iron pin, the point of beginning.

and hereby irrevocably authorize and direct all lessees, leaseholders and others to pay to Bank, all rent and all other monies whatsoever and whosoever becoming due to the undersigned, or any of them, and hereafter for or on account of said real property, and hereby irrevocably appoint Bank, as atty in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and receive 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 Bank 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 Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

5. That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

6. Upon payment of all indebtedness of the undersigned to Bank 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 Bank and its successors and assigns. The affidavit of any officer or department manager of Bank 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 R. Dennis Hensell William B. Haffner

Witness Mary Lynn Saterwhite Margaret M. Haffner

Dated at: Greenville, SC 3/21/74

State of South Carolina  
County of Greenville

Persons appearing before me R. Dennis Hensell who, after being duly sworn, says that he saw the within named William B. Haffner and Margaret M. Haffner sign, seal, and as their act and deed deliver the within written instrument or writing, and that dependent with Mary Lynn Saterwhite witnesses the execution thereof.

Subscribed and sworn to before me this 29 day of March 1974  
J. Aaron J. Smith  
Notary Public, State of South Carolina  
My Commission expires: \_\_\_\_\_

R. Dennis Hensell  
(Witness as here)

MY COMMISSION EXPIRES MARCH 9, 1981

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