

RECORDING FEE PAID \$ 1.25

FILED JUN 11 1973 REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to FIRST PIEDMONT 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 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 piece, Partial or lot of land with all improvements there on or here after constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Simpsonville on the N. W. side of Gatewood Ave. and being known and designated as lot 198 on Plat of Section #4 Poinsettia recorded in the RMC office for Greenville County, South Carolina in Plat Book 4N page 24 and having according to said Plat, following, Metes and Bounds to-wit, beginning at a point on the north western edge of Gatewood Ave. at the joint front Corner of lots 197 & 198, and running thence along the line of lot 197, North, 47-35W, 176.4 feet to a point; thence along a line of lot 180, S. 43-27W 125.0 feet to a point; thence along a line of lot 199S. 44-18E, 170.6 feet to a point North Western edge of Gatewood Ave; thence along N. W. edge of Gatewood Ave, N45-58E, 135 feet to the beginning corner.

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 Bank, 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 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 D. C. [Signature] x Robert G. Haeg

Witness Willie Mae Harris x

Dated at: Greenville, S.C. June 6, 1973 Date

State of South Carolina County of Greenville

Personally appeared before me David C. [Signature] who, after being duly sworn, says that he saw the within named ROBERT G. HAEG (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Willie Mae Harris (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 6 day of June 1973 David C. [Signature] (Witness sign here)

Rosal D. Barnett Notary Public, State of South Carolina My Commission expires: 10/1/77

Real Property Agreement Recorded Junell, 1973 at 3:30 P. H., # 35748

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 17 PAGE 142

SATISFIED AND CANCELLED OF RECORD 26 DAY OF June 1973 Bonnie S. Tankersley R. M. C. FOR GREENVILLE COUNTY, S. C. AT 11:15 O'CLOCK a. M. NO. 37395