



REAL PROPERTY AGREEMENT

BOOK 1159 PAGE 563

In consideration of the loans and indebtedness as shall be made by or become due to FIRST STATE SAVINGS & LOAN ASSOCIATION (Association) to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until the expiration of one year following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, do hereby agree 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 to 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 on account of that certain real property situated in the County of ~~Spartanburg~~ **GREENVILLE**, State of South Carolina, described as follows:

Richard E. Hyder and Michael G. Hyder, their heirs and assigns forever, all that piece, parcel, or lot of land in Greenville County, South Carolina, shown and designated as Lots Number Twelve (12) and Fourteen (14) on plat entitled "Survey for T.A. Hyder, Sr., Estate", made by Wolfe & Huskey, Inc., Engineering and surveying, and recorded in Plat Book 5-X at Page 82, in R.M.C. office for Greenville County; and recorded in Plat Book 79 at Page 211, in R.M.C. Office for Spartanburg County. Reference is hereby made to said plat for a more complete description.

This is all of the same property conveyed to Gordon E. Hyder by Ralph W. Mitchell, Master for Spartanburg County, April 28, 1977 and recorded in R.M.C. Office for Greenville County in Book 1055 at Page 704.

County Map reference: 436-623. 2-1-7. 11 And 623.2-1-7.12 Excepted from the above conveyance is the privilege of the Grantor to use the property rent free as his home as long as he or his wife live. The Grantor will maintain the building in good condition. 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 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 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 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 the Association and its successors and assigns. The affidavit of any officer or department 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 Lynne W. Hamrick  
Witness Sylvia W. Burns x Richard E. Hyder  
Witness Jane H. Brock x Brenda V. Hyder  
Dated at: Landrum, SC 12-11-81 Michael G. Hyder  
Spartanburg County Date

State of South Carolina  
County of SPARTANBURG  
Personally appeared before me Lynne W. Hamrick who, after being duly sworn, says that he saw the within named Richard E. Hyder, Brenda V. Hyder, & Michael G. Hyder sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Sylvia Burns, & Jane Brock witnesses the execution thereof.  
(Borrowers) (Witness)

Subscribed and sworn to before me this 11 day of Dec., 19 81 Lynne W. Hamrick  
John F. Rountree (Notary Public, State of South Carolina)  
Commission expires: Aug. 30, 1984 Lynne W. Hamrick (Witness sign here)  
RECORDED DEC 16 1981 at 9:30 A.M. 11139

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