

REAL PROPERTY AGREEMENT

VOL 1056 PAGE 80 BOOK 72 PAGE 693

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, Clarence R. & Geraldine P. Moser

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, being known and designated as Lot No. 41 of a subdivision known as Fontana Forest as shown on a plat there of being recorded in the R. M. C. Office for Greenville County in Plat Book YY at Page 121.

NOV 3 1980

FILED GREENVILLE CO. S.C. NOV 3 1 19 PM '80 DONNIE S. TANKERSLEY R.M.C.

PAID SATISFIED AND CANCELLED 1985 First Federal Savings and Loan Association of Greenville, S. C.

FILED NOV 3 1980 DONNIE S. TANKERSLEY R.M.C.

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 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: T. Smith (SEAL) Witness: Linda C. Knight (SEAL) Geraldine P. Moser (SEAL)

Dated at: Greenville, S. C. 4-19-77 Date

State of South Carolina Greenville County of Greenville

Personally appeared before me T. Smith (Witness) who, after being duly sworn, says that (s)he saw the within named C. R. & Geraldine P. Moser (Borrowers) sign, seal, and as their

act and deed deliver the within written instrument of writing, and that deponent with Linda C. Knight (Witness) witnessed the execution thereof.

Subscribed and sworn to before me this 19th day of April, 1977 T. Smith (Witness sign here)

Linda C. Knight Notary Public, State of South Carolina My Commission Expires 1-31-78

Recorded May 5, 1977 at 2:00 P/M 29931

3 19 19 0

4328 RV-2