

FILL
JUN 5 1978
DORRIS S. TANKERSLEY
F. H. C.

BOOK 86 PAGE 253
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REAL PROPERTY AGREEMENT

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, Lyndal R. and Elaine U. Lynn 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 situate, lying and being in the State of South Carolina, County of Greenville being known and designated as Lot No. 5 of Section 3, Farmington Acres as shown on plat recorded in the public records of the State of South Carolina, 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 Carol B. Richardson x Lyndal R. Lynn (SEAL)
Witness Barbara C. Pophan x (SEAL)

Dated at: Greenville, S.C. 5/23/78
Date

State of South Carolina Greenville
County of _____

Personally appeared before me Carol B. Richardson who, after being duly sworn, says that (s)he saw the within named Lyndal R. Lynn sign, seal, and as their

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

Subscribed and sworn to before me this 23rd day of May, 1978 Carol B. Richardson (Witness sign here)

Barbara C. Pophan
Notary Public, State of South Carolina
My Commission Expires 9/15/81

FILED
JUL 19 1984
DORRIS S. TANKERSLEY

PAID SATISFIED AND CANCELLED
2056
First Federal Savings and Loan Association
of Greenville, S. C. Same As, First Federal
Savings and Loan Association of S. C.

RECORDED JUN 5 - 1978 - at 2:00 P.M. 138330001

Witness Dickie S. Tankersley
Lisa Chastain
Michael R. Notten

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