

JUN 14 1972  
Mrs. Ollie Farnsworth  
R. M. C.

34136

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REAL PROPERTY AGREEMENT

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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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

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 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; and
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 lot of land in the County of Greenville, State of South Carolina being all of Lot No. 26 and a portion of Lot No. 25, of Block F, on plat of MAYFAIR ESTATES, recorded in Plat Book S at Pages 72-73 of the R.M.C. Office for Greenville County, S. C., and having according to said plat and a recent survey made by R. W. Dalton, January 1957, the following metes and bounds, to wit:

BEGINNING at an iron pin on the southwest side of Sutton Drive, the front joint corner of Lots Nos. 26 and 27; thence with the southwest side of Sutton Drive, S. 17-17 E. 75 feet to an iron pin in center of the front line of Lot 25; thence through Lot No. 25, S. 72-43 W. 207.5 feet to an iron pin in line of Lot No. 13; thence with the rear line of Lots 13 and 12, N. 23-09 W. 75.45 feet to an iron pin, corner of Lot No. 27; thence with the line of said lot, N. 72-43 E. 215 feet to the beginning corner, on the southwest side of Sutton Drive.

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 J. Harold Middleton x Emory C York  
 Witness Sandra McEaha x Hilda T York  
 Dated at: Greenville Date 6-12-72

State of South Carolina  
 County of Greenville  
 Personally appeared before me J. Harold Middleton who, after being duly sworn, says that he saw  
 the within named Emory C York & Hilda T York (Witness) sign, seal, and as their  
 act and deed deliver the within written instrument of writing, and that deponent with Sandra McEaha  
 witnesses the execution thereof. (Witness)

Subscribed and sworn to before me  
 this 12th day of June, 1972  
James B Laws (Witness sign here)

Notary Public, State of South Carolina  
 My Commission expires at the 11-23-80 of the Governor Real Property Agreement Recorded June 14, 1972 at 3:00 P.M.  
 1-05-175 #34136

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 23 PAGE 319

SATISFIED AND CANCELLED OF RECORD  
16 DAY OF May 1974  
Hannibal Tankersley  
 R. M. C. FOR GREENVILLE COUNTY, S. C.  
 AT 2:29 O'CLOCK P. M. NO. 29086