BOOK 831 PAGE 457

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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 of that lot of land in the County of Greenville, State of South Carolina, in Bates Township at Marietta, S. C., containing 4.58 acres, more or less, as shown on plat of John W. and Eleanor G. Madison, recorded in Plat Book VVV at page 37 and having, according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin at the southwestern side of U. S. Highway 276 (Geer) at the corner of the intersection of Pearl Avenue and running thence along U. S. Highway 276, S 66-00 E 400 feet to an iron pin; thence S 17-40 W 475 feet to an iron pin; thence N 89-20 W 174 feet to an iron pin at the rear corner of Lot No. 19 of Holly Wood Heights in Plat Book XX at page 153 and running thence along the rear of Lot Nos. 18 and 19, N 25-30 W 200 feet to an iron pin to the Southern side of North Saluda Drive; thence with said Drive, N 54-30 E 23.7 feet to an iron pin; thence with said Drive N 26-30 W 327 feet to an iron pin on the southeastern side of Pearl Avenue; thence N 52-30 E 208 feet to the point of beginning and being a portion of the property conveyed to us in Deed Book 568 at page 131.

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.

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK _____PAGE __34_9

SATISFIED AND CANCELLED OF RECORD

20
ALOF DEC. 197/

Olic Farmworth

R. M. C. Tol. CRE. NVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A.M. NO. 17002