Box 1150 at 720

jointly or severally, and until all of such toans and indebtedness have been paid in full, or until twenty-one years following the deati, 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

ALL that piece, parcel or lot of land, with all buildings and improvements lying on the western side of Bond Street, in Greenville County, South Carolina, being shown and designated as Lot No. 29 on a plat of BROOKWOOD FOREST, SECTION ONE, made by C.C. Jones, Civil Engineer, dated November, 1962, recorded in the RMC Office for Greenville County, S.C., in Plat Book XX, page 97, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the western side of Bond Street at the joint front corners of Lots Nos. 28 and 29 and running thence with the common line of said lots, N. 89-05 W., 163.5 feet to a point in the center line of a branch; thence with the center line of a branch as the line, the traverse line being N. 14-52 W., 127.1 feet to a point at the joint rear corners of Lots Nos. 29 and 30; thence with the common line of said lots, S. 79-46 E., 204.7 feet to an iron pin on Bond Street; thence with the western side of Bond Street, S. 3-44 W., 79.3 feet to a point; thence continuing with said side of said street, S. 0-55 W., 10 feet to the point of beginning.

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 whensoever 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 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.

 $\vec{\circ}$ June 24, 1981 Mauldin, State of South Carolina Greenville Jane Hightower who, after being duly sworn, says that (s)he saw Personally appeared before me (Witness) David P. Larson and Virginia P. Larson sign, seal, and as their Fact and deed deliver the within written instrument of writing, and that deponent with William J. Long witnessed the execution thereof. Subscribed and sworn to before me Notary Public, State (South Caro)in 9-6-1988 My Commission Expires-

RECORDED JUN 26 1981 at 1:00 P.M.

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