

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:

Greenville, State of South Carolina, described as follows:

ALL that certain piece, parcel or tract of land containing 1.116 acres, more or less, situate, lying and being on the Northeasterly side of a proposed street, in the City of Greenville, County and State aforesaid, and having according to a plat entitled "Civic Center Site - Showing Properties of the Little Theatre and Greenville Public Library", prepared by the Engineering Department of the City of Greenville, South Carolina, dated July 12, 1965, and recorded in the R.M.C. Office for Greenville County, S.C. in Plat Book BBB, page 109, the following metes and bounds:

BEGINNING at an iron pin on the line 64 feet North of the Northern right-of-way line for College Street, said iron pin being S. 61-24 E. 46 feet, N. 40-22-30 E. 64.8 feet from a chiseled "X" in a concrete drive which is the Southwest corner of a tract of land conveyed to the City of Greenville by Fidelity Company by deed dated January 14, 1965, and recorded in Deed Book 765, page 394, in the R.M.C. Office for Greenville County, S. C., and running thence with the Eastern edge of the right-of-way for the proposed street N. 40-22-30 E. 287.5 feet to an iron pin at the corner of property now or formerly belonging to the City of Greenville; thence with the line of said City of Greenville property, S. 65-47 E. 136.25 feet to an iron pin; thence continuing with the line of said City of Greenville property, S. 24-13 W. 276.0 feet to an iron pin; thence along a line parallel to and 64 feet from the Northern edge of the right-of-way for College Street, N. 65-47 W. 216.0 feet to the point of beginning.

Being the same property conveyed to mortgagor by the City of Greenville, South Carolina by deed dated July 14, 1965, recorded in the office of the R.M.C. for Greenville County on July 15, 1966 in Deed Book 777, page 413.

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 Charlie W. Kason x THE GREENVILLE LITTLE THEATRE (SEAL)

Witness Mary Price Bolt x By Mrs. W.D. Dodenhoff

Dated at: Greenville, S. C. 8/29/66 Date

State of South Carolina  
County of Greenville

Personally appeared before me Mary Price Bolt who, after being duly sworn, says that she saw the within named The Greenville Little Theatre, by its duly authorized sign, seal, and as its act and deed deliver the within written instrument of writing, and that deponent with Charlie W. Kason witnesses the execution thereof.

Subscribed and sworn to before me this 29 day of August, 19 66  
Mary Price Bolt (Witness sign here)

Edith B. Bryant Smith  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
Recorded August 31st., 1966 At 3:25 P.M. # 6088

SATISFIED AND CANCELLED OF RECORD  
21st DAY OF Nov. 1977  
Donnie S. Tankersley  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:43 O'CLOCK P M NO 15819

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 53 PAGE 237