

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that certain piece, parcel, or lot of Land, with all improvements thereon, or hereafter to be constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, Chick Springs Township, lying on the southwest side of Hale Drive, being shown and designated as Lot Nos. 15 & 16, Block A, on a plat of Pinehurst, recorded in the RMC Office for Greenville County, in Plat Book S, page 77, and having, according to a more recent survey by T.C. Adams; the following courses and distances, to wit: BEGINNING at an iron pin on the southwest side of Hale Drive at the joint front corner of Lots 14 & 15, and running thence with said Drive, S. 28-27 E. 120 feet to an iron pin; thence with the joint line of Lots 15 & 17, S. 62-23 W. 137.4 feet to an iron pin; thence N. 29-08 W. 120 feet to an iron pin; thence N. 62-23 E. 139.6 feet to an iron pin the point of beginning. This conveyance is made subject to all restrictive covenants, setback lines, rights of way and easements, if any, of record, or as shown on recorded plat(s). This is the identical property conveyed to the grantor herein by deed of Wesley L. Neely dated April 26, 1971 and recorded in the RMC Office for Greenville County in Deed Book 913 at Page 532.

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

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 Pauline M. Woodside James R. Jones (L. S.)

Witness Elaine B. Hamilton Shirley S. Jones (L. S.)

Dated at: Greenville, S. C.

5/1/73
Date

State of South Carolina
County of Greenville, S. C.

Personally appeared before me Pauline M. Woodside who, after being duly sworn, says that he saw the within named James R. Jones & Shirley S. Jones sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Elaine B. Hamilton witnesses the execution thereof.

Subscribed and sworn to before me this 1st day of May, 1973

Gene Waldrop
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Pauline M. Woodside
(Witness sign here)

Recorded May 8, 1973 At 3:46 P.M. # 31798

50-111

SATISFIED AND CANCELLED OF RECORD
15th OF Aug 1977
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 1:49 O'CLOCK P. M. NO. 5073

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 50 PAGE 432