COMMONITY BANK (hereinafter referred to as "Bank") to or from the undersigned, jointly severally, and until all of such loans and indebtedness have been paid in full, or . Iil twenty-one years following the death of the last survivor of the undersigned, whichover first occurs, the undersigned, jointly and severally, promise and agree

- 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
- 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:

that piece, parcel or lot of land situate, lying and being in the State f th Carolina, County of Greenville, being shown and designated as Lots FILED No. 88 and 89 on a plat entitled "Avalon Estates", prepared by Dalton and Neves Engineering Co., dated June 1948, recorded in the R.M.C. Office for JAN 171986 rees ille County in Plat Book S at Page 89, to which said plat is craved bonne & Tomer for Ameter and bounds description.

and Mareby irrescuoty authorize and direct all lessees, escrow holders and others to pay to Rank, 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 irrevocable 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, 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 andrea millineux Hathiet

TATE OF SOUTH CAROLINA OUNTY OF GREENUILLE

Personally appeared before me ANCIREA MULLINAX, who after being RICKY DACE HONEY CUTT uly sworn, says that he saw the within named KATHY LANN HONEY CHATTON, seal, and s their act and deed deliver the within written instrument of writing, and that CRAPPS witnesses the execution thereof.

Subscribed and sworn to before me

Compression/Expires

2) day of

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JAN 17 1984 at 12:30 P/M

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