

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 lot of land in Greenville, S. C., on the northeast side of Luther Street, being known as Lot No. 32 on plat of property of L. L. Baty recorded in the R. M. C. Office for Greenville County in Plat Book "G" at page 1, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at a stake on the northeast side of Luther Street, corner of Lot No. 31, and running thence with the lines of Lots Nos. 31, 30 and 29, N.-33-43 E. 215.7 feet to a stake on right-of-way of the C. & W. C. Railway; thence with the right-of-way, S. 49-47 E. 106.2 feet to corner of Lot No. 33; thence with the line of said lot, S. 44-40 W. 220 feet to a stake on Luther Street; thence with the northeastern side of Luther Street, N. 45-20 W. 65 feet to the beginning corner, being the same lot of land conveyed 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 J. A. Henry Louise D. Gentry (L. S.)
Witness Joyce T. Curry _____ (L. S.)

Dated at: Greenville, S.C.
Feb. 26, 1963
Date

FILED
GREENVILLE CO. S. C.
MAR 5 10 46 AM 1963
OLLIE FARRISWORTH
R.M.C.

State of South Carolina
County of Greenville
Personally appeared before me Joyce T. Curry who, after being duly sworn, says that he saw
the within named Louise D. Gentry sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with J. A. Henry
witnesses the execution thereof.

Subscribed and sworn to before me
this 26 day of Feb., 1963
J. A. Henry
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

to Louise Ducworth Drake by Mary H. Callahan by deed dated June 6th, 1940 and recorded in the R. M. C. Office for Greenville County in Vol. 222, at page 279.

Recorded March 5th, 1963 at 10:46 A. M. No. 22320

SATISFIED AND CANCELLED OF RECORD
26 DAY OF Aug. 1974
Dennie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY, S. C.
FOR SATISFACTION TO THIS MORTGAGE SEE