800K 757 PAGE 99

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 Plat Book

ALL that piece, parcel or lot of land lying, being, and situate at the South intersection of Front Street and Adger Street, near Mills Mill - Saxon Plant, in School District #6, County and State Afore said, and being known and designated as lot #2 in Block #1, on plot #1 of the Mills Mill - Saxon Village, Subdivision as shown on plet prepared by Gooch and Taylor, Surveyors, dated July 10, 1954, and which plot has been recorded in the R. M. C. Office for said County in plet book 31, pages 370, 371, and 372 said lot is also known as #11 Front Street and Fronts thereone 118 feet. This being the same property which was conveyed to grantor herein by Mills Mill be deed recorded in said office in Deed Book 20-W, page 454 for a more particular description see the afore said plat.

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 suff 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.

() Dt. Oak Phank	
Witness John P. Sellers John P. Sellers	
Witness A. F. Chapman X Nelle W. Sellers .	
Dated at: Greenville, South Carolina 9-3-64 Date	
State of South Carolina	
County ofGREENVILLE	
Personally appeared before me Don Litman who, after being duly sworn, says that he saw	
the within named John P. Sellers and Nelle W. Sellers sign, seal, and as their	4.
act and deed deliver the within written instrument of writing, and that deponent with A. F. Unapman	11,
We will be the state of the sta	, ,
Subscribed and sworn to before me	and.
this 3rdiay of (September 1904)	(//».
Schlecribed shiftsworn to before me this 3 rd ay for < September Notat Public, State of South Carolina My Commiss kin' 1970 (Witness sign here) My Commiss kin' 1970 (Nat Apithe will of the Governor)	,. . .
My Commission in the Agithe will of the Governor	, , ,
sc-75-R Pagangan Recorded September 8th, 1964 at 9:30 A.M. #7424	~