L DEC 7- 1964 16352 XXXX BOOK 763 PAGE 1 @ 1.25 DEC 7- 1964

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

- 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

, State of South Carolina, described as follows: **GREENVILLE**

Plat Book " Y " - Page 60.

ALL that lot of land in Greenville County, State of South Carolina, being known and designated as lot # 14, on plat of Woodland Hills, recorded in the R. M. C. Office for Greenville County in Plat Book " Y " at Page 60, and having according to a more recent survey prepared by R. W. Dalton January 11, 1954, the following metes and bounds, to-wit:

BEGINNING at an iron pin 70 feet from the intersection of Lee Road and Ridgewood Drive, at the joint front corner of lots 14 and 15, on the Eastern side of Ridgewood Drive, and running thence with line of lot 15, N. 73-0 E. 160 feet to iron pin; thence S. 17-0 E. 95 feet to iron pin, joint rear corner of lots 13 and 14; thence with line of lot 13, S. 73-0 W. 160 feet to iron pin on the Eastern side of Ridgewood Drive; thence with the Eastern side of Ridgewood Drive, N. 17-0 W. 95 feet to the beginning corner.

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.

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, sdministrators, 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 Robert L. Pence X

Witness Florence H. Renfroe December 3, 1964

Date Date KIT IN Line State of South Carolina County of GREENVILLE Personally appeared before me Robert L. Pence the within named

act and deed deliver the within written instrument of writing, and witnesses the execution thereof.

Subscribed and sworn to before me this 3rd day of December, 1964

Notary Public, State of South Carolina Robe

Notary Public, State of South Carolina Robe

Notary Public, State of South Carolina Robe sign, seal, and as (Borrowers) HE Renfroe C. (Wicness) that deponent with L. Pence will of the Governor Recorded December 7th., 1964 At 9:30 A.M., # 16352

> SATISFIED AND CANCELLED OF REEXEL DAY OF , في Beei R. M. C. FOR GREENVILLE COUNTY, S. AT 9:30 O'CLOCK a. M. NO. 3

Deed