RMEX 829 PAGE 579

In consideration of such losss and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such losss 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, alt Taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
- 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

All that piece, parcel or lot of land situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, on the easterly side of Cumberland Avenue being known and designated as Lot No. 24 Block H, Fair Heights, as per plat thereof recorded in the R. M. C. Office for Greenville County, South Carolina, in Plat Book F, pages 256 and 257, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin in the Southeasterly intersection of Cumberland Avenue and Decatur Street and running thence along Decatur Street S. 58-40 E. 150 feet to an iron pin, common corner Lots Nos. 1 and 24; thence S. 31-20 W. 50 feet to an iron pin, joint rear corner Lots 23 and 24; thence N. 58-40 W. 150 feet to an ixpan iron pin on the Easterly side of Cumberland Avenue; thence along the Easterly side of Cumberland Avenue, N. 31-20 E. 50 feet to an iron pin, the point of beginning.

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 Bonk 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 parton may and is hereby authorized to rely thereon.

continuing force of this agreement and any person may and is hereby authorized to rely thereon.
Witness Paul Dolloan Dr. X Harry & Apoplan
Witness Francis Lauron x Mary 2. Hapking
Dated at: Steenwelle 9-29-67
State of South Carolina
Personally appeared before me Paul D. Slaad who, after being duly sworn, says that he saw
the within named Hally W. and Manders . Hapking sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Mayle (Witness) witnesses the execution thereof.
Subscribed and sworn to before me
this 21 Jay of Stops 1961 Faul Sloven A. (Hitness sign here)
Notary Public, State of South Carolina

ion expires at the originally 1,1967

Recorded October 2, 1967 At 9:45 A.M. # 9647