In consideration of such loans 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 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:

All that piece, parcel or lot of land with buildings and improvements thereon situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, known as 349 Riverside Drive and located in a subdivision known as Marshall Forest as shown on a plat thereof prepared by Dalton & Neves, Engineers, dated October 1928, recorded in the Office of the R. M. C. for Greenville County in Plat Book H,Pages 133-135, and being more particularly shown on a plat of property of Christie C. Prevost, prepared by J. C. Hill, dated September 13, 1958, recorded in Plat Book , Page , and having according to said plat the following metes and bounds, to-wit:

BEGINNING AT an iron pin on the northeast side of Riverside Drive, joint front corner of property now or formerly of H. Grice Hunt, and running thence along the line of said property N. 47-35 E. 211.2 feet to an iron pin; thence turning and running S. 49-47 E. 93.3 feet to an iron pin; thence S. 49-57E. 98.3 feet to an iron pin, corner of a ten-foot strip of property now or formerly of Joseph H. Earle, Jr. (said 10-foot strip adjoining other Earle property); thence turning and running along the line of said 10-foot strip, 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 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.
- 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 thereun.

Witness of the Tues X Attorn & At- flow
Witness Tracco Laura x
Dated at: State Officer State Officer State Officer Officer State Officer Offi
State of South Carolina
County of Meenvelle
Personally appeared before me
the within named 1000 d. D. A. W. S. sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with TRANCES AUSON
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this 28 day of ancion, 1968 Donce to Description
Steiner & March 1964 Long Witness sign here)
Notary Public, State of South Carolina  My Commission expires at the will-of-the Covernor
50-75-R C 1 - 7 5/

Page 2 Continued described as follows:

N. 47-35 E. 202.9 feet to an iron pin on the northeast side of Riverside Drive; thence turning and running along the northeast side of Riverside Drive, N. 56-21 W. 100 feet to an iron pin; thence N. 49-02 W. 50 feet to an iron pin; thence N. 45-09 W. 40 feet to the point of beginning.

Recorded August 30, 1968 At 9:15 A.M. # 5197

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK \_\_\_\_\_PAGE \_25/