-val 867 page 546

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF CAROLINA. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and tedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever 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:

ALL that certain piece, parcel or lot of land situate, lying and being on the western side of Hathaway Circle, in Paris Mountain Township, near the City of Greenville, Greenville County, State of South Carolina, being known and designated as Lot No. 100 of a subdivision known as Stratford Forest, and having, according to a plat of said subdivision prepared by Piedmont Engineering Service, dated February 25, 1957, and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book KK at page 89, the following metes and bounds:

BEGINNING at an iron pin on the western side of Hathaway Circle at the joint front comer of Lots Nos. 99 and 100, and running thence with the line of Lot No. 99, \$.87-13 W.301.2 feet to an iron pin; thence \$.9-55 E.256.2 feet to an iron pin at the joint rear corner of Lots Nos. 100 and 101; thence with the line of Lot No. 101, N.75-47 E.276.4 feet to an iron pin on the western side of Hathaway Circle; thence with the western side of Hathaway Circle, N. 11-27 W. 67 feet to an iron pin; thence continuing with the western side of Hathaway Circle, N. 0-36 W.133 feet to the point of beginning.

(See reverse side for further description of 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 der, 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. The liank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in Rs 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.

neal Brian T. McCarthy

Mary J. McCarth

Mary J. McCarth after being duly sworn, deed deliver the within written instrument of writing, witnesses the execution thereof. Subscribed and syorn to before me 9. Breshon State of South Carolin of Bouth Carolina New York Notary Public, State of St My Commission expires are 3/30/70 (Continued on next page)

This conveyance is made subject to "Protective Covenants Appliable to Stratford Forest", recorded in the R.M.C. Office for Greenville County in Deed Book 578, at Page 1, and to drainage and utility easements, if any, affecting said lot.

This is the same property conveyed to the Grantor herein by deed of Marion G. Van Fossen and Beth. E. Van Fossen, dated August 6, 1966, and recorded in the Office of the R.M.C. for Greenville County, South Carolina, in Deed Book 804, at page 191.

As part of the consideration, Grantees assume and agree to pay that certain mortgage covering said property given by Marion G. Van Fossen and Beth E. Van Fossen to Fidelity Federal Savings & Loan Association on June 20, 1964, recorded in Mortgage Book 964, at page 13, in the R. M. C. Office for Greenville County, South Carolina, the present balance of which is \$27,409.55

Recorded MAY 127 MAY 69 MAN SAND SAND 26968 TOTAL TELL DAY OF STEW PERSON

SC-75-R

THE CITIZENS AND SOUTHERN NATIONAL

BANK OF SOUTH CAROLINA

GREENVILLE, S. 'C.

R.

asst. V.P.

SATISFIED AND CANCELLED OF RECORD 17 DAY OF

B. M. G. FOR GREENVILLE COUNTY, S. C.