VOL 899 PAGE 190

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
- 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
- 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 piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, on the North side of the Brushy Creek Road, and being Lot No. 8 of the Alvin Jones property, according to survey and plat by H. S. Brockman, Surveyor, dated November 2, 1954, and having the following courses and distances, to-wit:

BEGINNING at an iron pin on the north side of Brushy Creek Road at the southwest corner of lot now or formerly of Edna Holtzclaw, and running thence along said Holtzclaw line, N. 0-48 W. 182 feet to an iron pin; thence N. 7-30 W. 121.8 feet to an iron pin; thence N. 88-03 W. 215.8 feet to an iron pin; thence S. 0-46 E. 304.6 feet to an iron pin on the north side of Brushy Creek Road, thence with the north side of Brushy Creek Road, S. 88-37 E. 230 feet to the beginning corner, and being the same property conveyed to the grantors by deed of Benson P. Welsh, recorded in Deed Book 809, Page 207, R.M.C. Office for Greenville County.

ALSO, all that other certain parcel or lot of land adjoining that above described, and being Lot No. 14, according to survey and plat by H. S. Brockman, Surveyor, dated October 28, 1957, recorded in Plat Book NN, Page 191.

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 thereon.

The Citizens and Southern National Bank of South Carolina, a national banking association, hereby certifies that that certain agreement entitled "Real Property Agreement" made by hereby certifies that that certain agreement entitled "Real Property Agreement" made by hereby certifies that that certain agreement "Many W. Tarren to The Citizens and Jeruse Tarren and Many W. Tarren to The Citizens and 19 , and resouthern National Bank of South Carolina, as Bank dated 19 , and recorded in the office of the Recorder in the County of Greenville, State of South Carolina, on corded in the office of the Recorder in the County of Greenville, State of South Carolina, on corded in the office of the Recorder in the County of Greenville, State of South Carolina, on the county of Greenville, State of South Ca	
ings therein described discharged.  The Citizens and Southern National Bank of South Carolina  Witness Glorge W. Lewis By M. J. Quille D. J. C.  Witness Parker  ANGELLED OF RECORD	9
GANGELIED OF RECURD	

SATISFIED AND CANC DAY OF Mar. Ollie Farnsworth. R.M.C. FOR RE NVILLE COUNTY, S. C. AT 1:48 O'CLOCK P M. NO. 20031