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That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the bank and agrees that any judge or jurisdiction may at chambers or otherwise appoint a receiver of the described premises with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court, but agrees further that the bank shall have no obligation to perform or discharge any obligation, duty or liability of the undersigned in connection with the said assignment of rents and profits.

4. That if default be made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, 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.

Witness Janice W. Tennis ✓ G. Melvin Luther

Witness Frances S. Waddell ✓ Mary M. Luther

Dated at Greer, S. C. this June 25, 1974

State of South Carolina

County of Greenville

Personally appeared before me Janice W. Tennis who after being duly sworn, says that he saw the within named

G. Melvin Luther and Mary M. Luther sign seal and as their act and deed deliver the

within written instrument of writing and that dependent with Frances S. Waddell witnesses the execution thereof.

Subscribed and sworn to before me Kathleen J. Stoker

this 25th day of June 19 74 (Witness sign here) Janice W. Tennis

Notary Public, State of South Carolina  
My Commission expires at the end of the Governor  
Kathleen J. Stoker  
MY COMMISSION EXPIRES JULY 15, 1975

RECORDED JUL 1 '74 197

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