va 1022 140, 2, 30

In consideration of such loans and indebtedness as shall be note by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (hereinafter referred to as "Bank") to or from the undersuand, countly or severally, and until all of such loans and indebtedness have been paid in full, or until twentyone years following the death of the last surriver 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; or any leases, rents or funds held under escrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land, situate, lying and being on the southeastern side of Camelback Rd., in the County of Greenville, State of S.C., being known and designated as Lot 18 on plat of Unit one, Canterbury Hills, recorded in the RMC Office for Greenville County in Plat Book MM, at Page 150, and having according to said plat the following metes and bounds, to-wit: Beginning at an iron pin on the southeastern side of Camelback Rd. at the joint front corner of Lots 18 & 19 and running thence along the joint line of said Lots S. 43-06 E. 145 ft. to an iron pin, joint rear corner of lots 18 & 19; thence S.46-34 W. 100 ft. to an iron pin, 145 ft. to an iron pin on the southeastern side of Cameloack Rd.; thence along the said Rd. N. 46-34 E. 100 ft. to the point of beginning. This conveyance is made subject to such easements, rights of way and restrictions as appear of record or on the premises. This is the same property conveyed to the grantors herein by deed of Alfred C. Mann dated July 23, recorded in the RMC Office for Greenville County, S.C. in deed Book 753 at Page 457.

  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 of 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.

- 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 die 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 of Bank and its successors and assigns. The affidavit of any officer or department manager of assigns, and inure to the benefit Bank showing any part of sail indebtedness to remain ungaid shall be and constitute conclusive evidence of the validity, effectiveerson may and is hereby authorized to rely thereon.

(L. S.)

State of South Carolina act and deed deliver the within written instrument of writing, and that deponent with \_ witnesses the execution thereof.

Notary Public, State of South Carolina My Commission expires at the will of the Governor

RECORDED ANG 4 '75 At 3:46 P.K.

# 3008

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