

VOL 1033 PAGE 314

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 rentals 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 Kay D. Waddell, W. Darrell Wall

Witness Mancer A. Waddell, Donna K. Wall

Dated at Greer, S. C. Date March 15, 1976

State of South Carolina

County of Greenville

Personally appeared before me Kay D. Waddell who after being duly sworn, says that he saw the within named

W. Darrell Wall and Donna K. Wall sign, seal and as their act and deed deliver the

(Borrowers) within written instrument of writing and that deponent with Frances S. Waddell witnesses the execution thereof

Subscribed and sworn to before me Kathleen J. Stahn

this 15 day of March 19 76 Kay D. Waddell

(Witness sign here)
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

CD 065 1/74

RECORDED MAR 18 '76 At 11:15 A.M.

23695

1328 IV-25