- 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; and
- 3. Hereby assign, transfer and set over to Bark, its successors and assigns, all montes now due and hereafter becoming due to the undersigned, as rental, or otherwise, and howscever for or on account of that certain real property situated in the County of Greenville ______. State of South Carolina, described as follows:

ALL that certain piece, parcel or lot of land with all improvements thereon in the County of Greenville, State of South Carolina, on the Northwestern side of Woodland Drive, being known and designated as Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 as shown on a plat entitled "Property of James Roy and Ruby H. Kimbell", prepared by C. O. Riddle, Surveyor, in August, 1965, and recorded in the RMC Office for Greenville County in Plat Book LLL at Page 17.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensever becoming due to the undersigned, or any of them, and howscever 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 sims, but agrees that Bank shall have no obligation so to do, or to perform or discharge any colligation, duty or liability of the indersigned in connection therewith.

- 6. 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 recain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby surhorized to rely thereon.

Vitress 6		x TRIANON INVE	STORS, a Limite	d Partnershi
VILLES DE LINE	alco	BY: TEMNON, IN	10, the Jeneral	Partner
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State of South Carolina		W. Peter thi	Duoz, Se	cretary:
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the within named <u>TrAINEN INDE</u> act and deed deliver the within written is	Store, a LA.	"Chatruship	Thomas Ax	Potente. T.
vitnesses the execution thereof.	istrucent of official.	and that deponent with	(Fitness)	<u> </u>
Subscribed and sworn to before ze this 18th day of February.	1,22	Dun Ota	<u> </u>	
Schary Public, State of South Carolina	•	/	(Witness sign here)	22949
My Commission expires at the All Stoche	Sovernor MAR 1	1977 At 3:19	P.M.	

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