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MY COMMISSION EXPIRES AUGUST 31, 1936.

## SEP 20 3 21 PH '77

## REMEIR OF REPRESENTATION OF THE REPRESENTATION OF THE PROPERTY OF THE PROPERTY

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In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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
- 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 piece, parcel or lot of land situate, lying and being in Greenville County, South Carolina, being shown and designated as Lot #3 of Mountain Shadows Subdivision, plat of which is recorded in the R. M. C. Office for Greenville County in Plat Book hN at Page 7, reference to said plat being hereby craved for a more particular description.

This conveyance is subject to all restrictions, set back lines, roadways, easements and rights-of-way, if any, appearing of record, on the premises, or on the recorded plat, which affect the property hereinabove described.

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 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 J. Fisher Jon P. Stanling (L. S.)  Dated at: Inc. 1/4 51
r U	9-12-77
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	State of South Carolina
	County of Therm I's ( ) Une Marline & Lasson
	Personally appeared before me from Swilly Control who, after being duly sworn, says that he saw
	the within named Acigi. (Witness) Standards sign, seal, and as their (Borrowers)
	act and deed deliver the within written instrument of writing, and that deponent with
	witnesses the execution thereof.
	Subscribed and sworn to before me
	this: 12 day of Sept. 1977 Frances Jeen Jellen Martin
	TIL Zell (Witness at an hered)
	Notary Public, State of South Carolina
	My Commission expires at the will of the Governor 9052

RECORDED SEP 20 1977

At 3:21 P.M.