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FILED GREENVILLE CO. S. C. FEB 20 3 12 P.M. 1979 CONNIE S. TANKERSLEY

Lender's Address: South Carolina National P. O. Box 969 Greenville, S. C. 29602 VOL 1097 PAGE 178

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 twentyone 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 of that lot of land in the County of Greenville, State of South Carolina, at Marietta, SC near Greenville, SC, shown as Lot No. 9 on plat of W.C. Brooks recorded in the REC Office for Greenville County in Plat Book 44, at page 259, and having, according to said plat, the following rates and bounds, to-wit: Beginning at an iron pin on the northwestern side of Clearview Court at the corner of Lot No. 10, which iron pin is situate 275 feet southeast of the intersection of Diff Road, and running thence along said Court, S. 43 W 80 feet to an iron pin; thence N. 72 W 135.3 feet to an iron pin; thence N 10-21 E 37.8 feet to an iron pin; thence N. 51-06 E 133.4 feet to an iron pin; thence S 47 E 112.5 feet to the point of beginning and being the same conveyed to me in Deed Book 807, page 592. The above described property is subject to restrictive covenants and easements as may appear on the records of the Greenville County Court House.

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 John P. Mullin & Marie J. Mullin (L. S.)
Witness Carole E. Kentwell & Joyce Mullin (L. S.)

Dated at: Private Office
2/15/79
Date

State of South Carolina
County of Greenville

Personally appeared before me John P. Mullin who, after being duly sworn, says that he saw the within named John P. Mullin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent John P. Mullin witnesses the execution thereof.

Subscribed and sworn to before me this 15th day of February, 1979

Carole E. Kentwell
(Witness Signature)

John P. Mullin
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

RECORDED FEB 20 1979 at 3:12 P.M. 29602

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