

FILED

NOW consideration of such loans and indebtedness as shall be made by or become due to COMMUNITY BANK (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, 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; and

3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise and howsoever 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 situate, lying and being in the State of South Carolina, County of Greenville, in the Town of Mauldin, being shown as Lot No. 103 on a plat of Forrester Woods, Section II dated March 17, 1973 prepared by Carolina Engineering and Surveying Co. and recorded in the RMC Office for Greenville Co. in Plat Book 4-X at Page 64, and having according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on the eastern side of Overcreek Road, the joint front corner of Lots 102 and 103, and thence running with said road N. 11-13 E., 110 feet to a point, the joint front corner of Lots 103 and 106; thence turning and running S. 78-47 E., 150 feet; thence turning and running S. 11-13 W., 110 feet; thence turning and running N. 78-47 W., 150 feet to the point of BEGINNING. This conveyance is subject to the restrictive covenants, easements, rights of way and zoning ordinances which appear on the recorded plat or on record.

This is the same property conveyed to the grantor by deed of Albert E. Blackburn, Jr. and Catherine H. Blackburn, dated March 1, 1978, and recorded on March 2, 1978, in the Office of the RMC for Greenville County, South Carolina in Deed Book 1074 at Page 592. (CONTINUED ON NEXT PAGE)

and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.

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, 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 Ginger O. Vaughan William A. Lynch  
Witness Sharon E. Ogle x Martha C. Lynch

Dated at: Community Bank 10-25-84  
DATE

STATE OF SOUTH CAROLINA, COUNTY OF Greenville

Personally appeared before me Ginger O. Vaughan, who after being duly sworn, says that he saw the within named William A. and Martha C. Lynch sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with

Sharon E. Ogle witnesses the execution thereof.  
(Witness)

Subscribed and sworn to before me  
this 25th day of October, 1984  
Henry E. Sullivan  
Notary Public, State of South Carolina  
My Commission Expires:

Ginger O. Vaughan  
(WITNESS SIGN HERE)

NO. 584 728 13623 4.0001

RECORDED NOV 5 1984 at 10:00 A/M

0415

4328 RV-27