BOCK 746 PAGE 81

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA. (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; 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

GRECALILLE . State of South Carolina, described as follows: Plat Book S Page 13

All those pieces and lots of land in Butler township in Greenville County, State of South Carolina, about one mile beyond the Greenville Municipal Airport, from the city of Greenville, being known and designated as lots #30 & 31 of a subdivision known as Glaca Acres as shown on plat thereof made by Pickle & Pickle Engineers on April 15, 1946 recorded in the R.M.C. Office in Greenville County, Plat Book S, Page 13. Reference to said plat being hereby craved for more detail description thereof.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever 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 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, 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	x Howard	ld E. Jones
Witness Sama Sacres	x_Rachel	C. anes
Dated at: Greenville	4/3/64 Date	
State of South Carolina		
County of CTREALIBLE S-C		
Personally appeared before me Pat E. Lowe (Witness) the within named		who, after being duly sworn, says that he saw sign, seal, and as their
act and deed deliver the within written instrument of writing, an		(Witness)
witnesses the execution thereof.	Donna Dacus	(withess)
Subscribed and sworn to before me this 22 day of	1 -2+ 7	· J-15
Motary Public, Stay of South Carolina		(Witness sign here)
My Commission expifes at the will of the Governor scars. Recorded April 4, 1964 At 9:30	а .м. # 28246	
	<u> </u>	

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this State of Capif 1961

The Ellipset Santhern

By: R. M. Kesler On.

Witness Sheet Ligaria

Barras

Bitness Sheet Barras

atteried and cancelled of REXELL

3.017 19 Caril 1965

Clic Farnsworth