In consideration of such loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND TRUST COMPANY GREENVILLE, S. C. (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 'tual 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, cr 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 in Greenville County, State of South Carolina, on the Northern side of Lynhurst Drive, near the City of Greenville, South Carolina, being shown as Lot No. 59, Section 1, on a Plat of Oakcrest, recorded in Plat Book GG, Pages 110 and 111, and described as follows:

Beginning at a stake on the Northern side of Lynhurst Drive, 265 feet east from Templewood Drive, at the corner of Lot No. 58 and running thence with the Northern side of said Drive, N. 60-02 E. 80 Feet to an iron pin, corner of Lot No. 60; thence with the line of said lot, N. 29-58 W. 150 feet to an iron pin; thence S. 60-02 W. 80 feet to an iron pin, corner of Lot No. 58; thence with the line of said lot, S. 29-58 E. 150 feet to the Beginning corner.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whenseever 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 is default be made in the performance of any of the terms bereof, 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.
- 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 incre 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

Witness Ander Note x Mail R. Fandreth	<u></u>
Dated at: Greenville, S. C. July 1, 1964 Date	
State of South Carolina	
Personally appeared before me (Witness)	n, says that he saw
	seal, and as their
witnesses the execution thereof.	2
Subscribed and sworn to before me this 194 day of 71114 , 194	
Fellie (Farham) Notary Public, State of South Carolina	e)
My Commission expires at the will of the Governor Recorded July 23, 1964 At 3:41 P.M.	# 2796

PAID IN FULL & SATISIFIED, this 6 day of Oct. 1966

Southern Bank and Trust Company Greenville, South Carolina

By F. D. Shepherd Jr. Loan Officer
Witness Suzanne H. Hannah

SATISFIED

Judy m. Graydon

7

SATISFIED AND CANCELLED OF RECORD 1966 1 DAY OF Oct. Ollie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. AT/0:09 O'CLOCK A M. NO. 9347