BOOK 759 PAGE 353

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 e presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property de-bed below, or any interest therein; and
- Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to 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: Plat Book "CC" - Page 47.

ALL that lot of land in Greenville County, State of South Carolina, in the City of Greenville, being known and designated as lots 13 and 19, as shown on a plat of Greenacre Dale, recorded in Plat Book "CC", at Page 47 and described as follows:

BEGINNING at an iron pin in the Northeast side of Allandale Lane, joint corner of lots 13 and 14, and running thence with joint line of said lots, N. 45-35 E. 106.2 feet to corner of lots 18 and 19; thence with joint line of said lots, N. 66-02 E. 106.2 feet to an iron in the Western side of Cloverdale Lane; thence with said Lane, S. 23-58 E. 100 feet to an iron pin, joint corner of lots 19 and 20, thence with joint line of said lots, S. 66-52 W. 87.5 feet to an iron pin in the Northeast side of Allandale Lane; thence with said Lane, N. 44-25 W. 100 ft. to the point of beginning.

Being a portion of the premises conveyed to the grantor by Mary E. Norris by deed recorded in Volume 456 at Page 305.

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 the agreement and any person may and is hereby authorized to rely thereon.

L ward a Le Robert L. Pence Anfroe Edward G. Grimes Leta T. France allero Witnes Alberta T. Grimes lorence Renfroe October 6, 1964 Dated at: Greenville, South Carolina

County of GREENVILLE

Robert L. Pence Personally appeared before me who, after being duly sworn, says that he saw the within named Edward G. Grimes and Alberta I. Grimes

(Borrowers)

act and deed deliver the within written instrument of writing, and that deponent with sign, seal, and as the firm Florence Renfroe witnesses the execution thereof. 1964 Wis Chile Estuamon Subscribed and sworn to before me this6th_day of October , 64 R.M.C (Withess Sign here) Notary Public Frace of South Carolina
My Commission expires at the will of the Governor Robert . D. Pence (CHIEL) Recorded October 9th., 1964 At 9:30 A.M. # 10755

he debt hereby secured is paid in full and he Lien of this instrument is satisfied this 1966 of October Southern nationa uth Carolina Critisens t. Bank 6. Kay Witness:

SATISFIED AND CANCELLED OF RECORD 1966 12 DAY OF Oct. allie Farnsworth R. M. C. FOR GREENVILLE COUNTY, S. C. at 9:30 o'clock A m. no. 9779