4 VOI 876 PAGE 357 In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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 l. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real rry described below; and 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 , State of South Carolina, described as follows: GREENVILLE All that piece, parcel or lot of land with the buildings and improvements thereon, situate, lying and being near the City of Greenville, County of Greenville, State of South Carolina, being known as Lot 9, Block D, West Parker Road, Plat of Hughes Heights, which plat is recorded in the RMC Office for Greenville County in Plat Book GG, pages 122 and 123, and having, according to said plat, the following metes and bounds, to wit: FIL\_\_ SEP 2 4 1969 横はし、 · Lacin R. M. C., 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. this agreement shall be and become void and of no effect, and legatees, devisees, administrators, executors, successors and gns. The affidavit of any officer or department manager of Bank onstitute conclusive evidence of the validity, effectiveness and 6. Upon payment of all indebtedness of the undersigned to Bank this until then it shall apply to and bind the undersigned, their heirs, legat assigns, and inure to the benefit of Bank and its successors and assigns. showing any part of said-indebtedness to remain unpaid shall be and constituent of this agreement and any person bay and is bereby authorically the said of the sa Dated at: <u>Line willi</u>

State of South Carolina 6 neavelle County of Shungaper Kinal who, after being duly sworn, says that he saw Personally appeared before me (Witness)
(Borrowers) the within named Frank 4 Deflect act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof. Subscribed and sworn to before me this 33 day of Supy. 9<u>د</u>ور , Notary Public, State of South Carolina
My Commission expires at the will of the Recorded September 24, 1969 At 9:30 A.M. # 7214

5-1-78

SC-75-R

BATISFIED AND CANCELLED OF RECORD 1976 M. C. FOR GREENVILLE COUNTY.

11:30 O'CLOCK A NO. 25 S.