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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 losns 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 housoever for or on account of that certain real property situated in the County of Greenville . State of South Carolina, described as follows:

ALL THAT lot of land with the buildings and improvements thereon, situate on the Northwest side of York Circle and on the Southwest side of East Dorchester Boulevard, near the City of Greenville, in Greenville County, State of South Carolina, being shown as Lot No. 95 of Belle Meade Subdivision on plat thereof made by Piedmont Engineering Service, June 1954, and recorded in the RMC Office for Greenville County, South Carolina, in Plat Book "EE", pages 116 and 117, and having according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin on the Southwest side of East Dorchester Boulevard, at joint corner of Lots 94 and 95, and running thence with the line of Lot 94, S. 63-38 W., 123.5 feet to an iron pin; thence with the line of Lot 96, S. 38-04 E., 135 feet to an iron pin on the Northwest side of York Circle; thence with the curve of York Circle (the chord being N. 45-15 E., 43.9 feet) to an iron pin; thence continuing with the curve of York Circle (the chord being N. 64-23 E., 22 feet) to an iron pin; thence with the curve of York Circle and East Dorchester Boulevard (the chord being N. 17-13 E., 37.4 feet) to an iron pin on the Southwest side of East Dorchester Boulevard; thence with the curve of East (see attachment) 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 colligation, duty or liability of the indersigned 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 Eank 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, devisess, 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.

VIERES BEVORE & John Boarden
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OUNTEY OF FORMIES, TANKERSLEY
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ct and deed deliver the within written instrument of writing, and that deponent with A PACILLE (Witness)
itnesses the execution thereof.
Subscribed and sworn to before the Subscribed and S
(Witness sign here)
Commission expires at the vill of the Governor Commission expires at the vill of the Governor

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