vol 1167 Pass 671 loans and indebtedness as shall be made by or become due to the SOUTHERN BANK AND IRUST CUMPANY Ferred to as "Benk") to or from the undersigned, jointly or severally, and until all of such loans and full, or until twenty-one years following the death of the last survivor of the undersigned, whichever jointly and severally, promise and agree To pay, prior coming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real for written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than offing) 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: All that lot of land with the buildings and improvements thereon, situate on the Northeast side of DuPont Dr., in the City of Greenville, in Greenville County, South CArolina, being shown as Lot 150 and a triangular strip adjacent thereto, on olat of Isaqueena Park, made by Pickell & Pickell, Engineers, June 3, 1949, recorded in the R.M.C. Office for Greenville County, S. C., in Plat Book"P", pages 130 and 131, and having, according to said plat, the following metes and bounds, to wit: BEGINNING at an iron pin on the Northeast side of DuPont Drive, joint front corner of Lots 149 and 150, and running thence with the line of Lot 149, N. 23-42 E., 221.7 feet to an iron pin; thence N. 45-51 W., 80.1 feet to an iron pin; thence S. 29-25 W., 250.6 feet to an iron pin on the Northeast side of DuPont Drive; thence with the Northeast side of DuPont Drive, S. 66-06 E., 100 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 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 coligation, 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 ertire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith. 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 ment and apy person may and is hereby authorized to rely thereon. State of South Camplina

act and deed deliver the within written instrument of writing,

60.MGORDED MAY 2 8 1982 at 11:00 A.M.

witnesses the execution thereof.

Subscribed and sworm to before me

26568

(Witness sign here)