

AUG 15 1974  
3:30  
DANNIES JANESLEY

Vol 1005 pg 32  
BOOK 45 PAGE 814

RECORDING FEE  
\$10.00

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, 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 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; or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows: All that piece, parcel or lot of land in the County of Greenville, State of South Carolina, on the West side of Vaughn Street, known and designated as all of lot number Eleven (11) plat of property entitled "Pleasant View Acres", recorded in plat book "FP" page 365, Greenville County R. M. C. Office, reference is hereby made to said plat for a more complete description as to metes and bounds.

This is the same property conveyed to Charles H. and Julia S. Glenn by Mrs. J. H. Alewine et al by deed recorded in deed book 642 page 84, Greenville County R. M. C. Office.

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, or any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising by virtue of any lease, from, said premises to the Bank and agrees that any Judge or Jurisdiction may, at chambers or otherwise, appoint a receiver of the described property, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of such court.

4. That if default be made in the performance of any of the terms hereof, or if any note signed by the undersigned be not paid to Bank when due, Bank, at its election, may declare the entire unpaid principal and interest of any note then outstanding, plus remaining unpaid to Bank to be due and payable forthwith.

5. That the Bank may sue in behalf of itself and be 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, assigns, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer, representative, manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, enforceability and continuing force of this agreement and any person may and is hereby authorized to rely thereon.

Witness: *Mary Sue Conwell* Dated at: *Greer* Date: *8-14-74* MAR 9 1977  
*Don L. Conwell* (U.S.)  
*Mary Sue Conwell* (U.S.)

23702

State of South Carolina

County of .

Personally appeared before me ..... Joe Copeland  
(Witness)

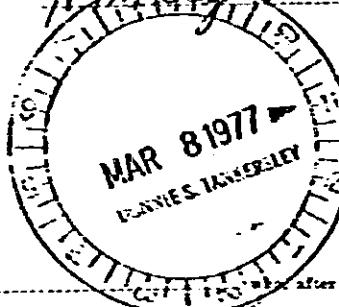
the within named Don L. Conwell and Mary Sue Conwell ..... sign, seal, and/or their  
(Bormers)

act and deed deliver the within written instrument of writing, and that deponent with Mary Sue Conwell  
(Witness)

witness the execution thereof.

Scribed and sworn to before me  
this 13 day of August 1974

Mary Sue Conwell  
Notary Public, State of South Carolina  
My Commission expires Jan 31, 1978



RECORDED AUG 15 '74 4576

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