BOOK 687 PAGE 369

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 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

All that certain piece, parcel or lot of land on the North side of Potomac Avenue (formerly Hassie Street), in the City of Greenville, State and County aforesaid, being known and designated as 32 Potomac Avenue and being Lots Nos. 26 and 29 and portions of Lots Nos. 25 and 30 on a plat of Augusta Terrace, which plat is recorded in the R. M. C. Office for Greenville County in Plat Book "G", page 265.

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

Witness Sinda D. Herderson x Philips W. Brenner J.
Philip W. Bremner, Jr.
Witness Barbara T. Moore nox Geraldine Brunner)
Dated at: Arecoville Slo Geraldine Bremner
11-27-61 Date
State of South Carolina
County of Like enville
Personally appeared before me (Withess) who, after being duly sworn, says that he saw
the within named the live In Promply to a Herrolling Phononer sign, seal, and as their
act and deed deliver the within written instrument of writing, and that deponent with Rusbased to Moore
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me
this day; of flow, 196/ Rida D Nerderson
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
SC-75-R Recorded November 29th 1961 at 9:30 A.M. No.13603

State of South Carolina
Bounty of Drumielle

The deft hereby accured is paid in full and the lien of this instrument is outspleed this 13th day of August 1964

In the Presence of: The Cartyrine of Southern Mell. Bank
Betty W. Higgins by Rafol M. Kesler, In.

Horence Renfroe

SATISFIED AND CANCELLED OF RECORD

26 DAY OF Queg, 1964

Ollie Farnaulanth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9/30 O'CLOCK A. H. NO. 6250