BOOK 709 PAGE 109

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 (hereinefter 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
- 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

Greenville _______, state of south Carolina, described as follows: All that certain piece parcel, lot or tract of land, situate, lying and being in Austin Township Greenville, State of South Carolina on the Northern side of a new cut road leading into the Old Laurens Road and being shown as tract number 3 containing 2-60 acres on Plat of property of B. E.Greer, made by W. J. Riddle in June 1948 recorded in Plat Book "V" at page 77 and having, according to said Plat the following metes and bounds to wit. Beginning at an iron pin on the Northern side of a new cut road above referred to at a joint front corner of lots number 3 and 4 and running thence with the line of tract number 4 North 34-30 West 394.2 feet to an iron pin in line of Luquire property; thence with the line of tract number 2 South 29-35 East 280.5 feet to point in center of new cut road, thence with the center of new cut road, North 51-43 East 260 feet to the point of beginning. From: B. E. Greer, Book 351 Page 246

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.

| (VID a 22 1100) & Backer Dauly 81191110) | <u>'</u> |
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| Witness Seida D. Herderson x Mrs. Paspel Harley FT FT | 4 |
| A CT 7C 102 | |
| Dated at: Mean le 1962 10-15-62 R. M. C. | ħ |
| State of South Carolina | V |
| County of <u>Seearelle</u> | |
| Personally appeared before me On Shottag who, after being duly sworn, says that he saw sign, seal, and as their | |
| act and deed deliver the within written instrument of writing, and that deponent with within written instrument of writing, and that deponent with within written instrument of writing, and that deponent with within written instrument of writing, and that deponent with writing within the writing wi | |
| witnesses the execution thereof. | |
| Subscribed and sworn to before me this 15 day of October, 1962 Toul and Subscribed Allered Toul and Subscribed Allered | |
| C. Paul Manlysh- | |
| My Commission expires at the writted the Governor sc-75-R Recorded October 16th, 1962 at 9:30 A. M. No.10105 | |
| sc-75-R Recorded October 16th, 1962 at 9:00 A M. NO. 10100 | |

The debt hereby secured is paid in full and this the Lien of this institution of the 26 of Double of Dhuris Carolina Bark of Dhuris Carolina Witness: Kary & Hills Witness: Kary & Hills Witness: Kary & Hills & Witness: Kary & Witness: Kary

BATISFIED AND CANCELLED OF RECORD

27 DAY OF October 1966

Ollie Farnsworth

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

AT 9:30 O'CLOCK A M. NO. //038