

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

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: R.M.C. Office for Greenville (Plat Book GG at Pages 70 and 71)

BEGINNING at an iron pin on the Western side of Forest Green Drive (now known as Scarlet Street), joint front corner of Lots Nos. 215 and 216, and running thence with the joint line of said lots, S. 83-15W. 161.9 feet to an iron pin; thence S. 6-58 E. 107.5 feet to an iron pin on the Northern side of Forest Green Drive; thence with Forest Green Drive, N. 69-43 E. 135.9 feet to an iron pin; thence continuing with Forest Green Drive, following the curvature thereof, the chord of which is N. 34-53 E. 41.3 feet to an iron pin on the Western side of Forest Green Drive; thence continuing with said Drive, N. 2-50 W. 54.4 feet to the beginning corner; and being a portion of the same property conveyed to me by Sherwood, Inc., and L.A. Moseley and John T. Douglas, by deed dated May 23, 1957, and recorded in Deed Volume 577 at Page 343.

This conveyance is subject to recorded rights-of-way for the installation and maintenance of public utilities, and to restrictions and protective covenants recorded in the R.M.C. Office for Greenville County in Vol. 192-Page 221.

Notwithstanding anything herein contained to the contrary, I, the undersigned, do hereby authorize and direct all Trustees, Assignees, Attorneys 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.

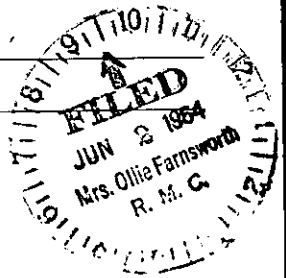
4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due 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 L. A. Harrell x H. R. Miner
 Witness C. B. Osteen x Lucile Miner

Dated at: Greenville
6-1-64
 Date



State of South Carolina
 County of Greenville
 Personally appeared before me L. A. Harrell who, after being duly sworn, says that he saw the within named H. R. Miner (Witness) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with C. B. Osteen (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 1 day of June, 1964 L. A. Harrell (Witness sign here)

Reba J. McCoy
 Notary Public, State of South Carolina
 My Commission expires at the will of the Governor

SC-75-R Recorded June 2, 1964 At 9:30 A.M. # 34257

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 23 of June 1967
The Citizens & Southern National Bank of South Carolina
 By: W. L. Phrigo
 Witness: Frances Lawson
 Witness: G. D. Stilwell

SATISFIED AND CANCELLED OF RECORD
28 DAY OF June 1967
Ollie Farnsworth
 R. M. C. FOR GREENVILLE COUNTY, S. C.
 AT 9:30 O'CLOCK A M. NO. 305