BOOK 753 Page 268

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLIN. (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

- 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 those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property scribed below, or any interest therein; and (other than
- 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to undersigned, as rental, or otherwise, and howsoever for or on account of that certain real property situated in the County of the undersigned, Greenville \_, State of South Carolina, described as follows:

All that lot of land in Greenville County, State of South Carolina, at the end of Penn Street in the City of Greenville and according to survey made by J. C. Hill on September 30, 1958 is described as follows:

BEGINNING at a nail and cap in the center of the end of Penn Street and running thence N: 25-51 W. 125.7 feet to an iron pin in line of property now or formerly owned by D. W. Cochran & E. C. Cass; thence S. 58-40 W. 473.3 feet to an iron pin; thence S. 31-20 E. 126.1 feet to an iron pin; thence N. 58-36E. 461.2 feet to the beginning corner.

Being a portion of the property conveyed to grantors by deed recorded in Deed Book 528 at 214.

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 enderse 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 Select Jan	20 x x	Shn Ch	insan
Witness Bitty J. Hipsins		Dana C	Dunson
Dated at: Greenville, S. C.	·	July 15, 1964	(97/10//2)
State of South Carolina  County of Greenville	<u> </u>	Date	DUDSOD (9/7/10//)  FILED  JUL 17 1964  - JUL 17 1964
Personally appeared before me	Robert L. Pence	who, a	feer being duly sworn, says) the file saw
the within named John C. Dunson a		Dunson	sign, seal, and as their
act and deed deliver the within written instrument oltheses the execution thereof.  Bet Subscribed and sworn to before me	(Borrowers) of writing, and that the try W. Higgins	deponent with	(Witness)
Subscribadismi sworn to before me Tehis 15th day of July	Pol	17 September 1980	(Witness sign here)
Motary Public, Stare of South Carolina	ί		,
My Commission expires at the will of the Governor Sci-15-Nilmman Recorded July 17th	a., 1964 At 9	:30 A.M. # 22	281

of South Carolina County of Seenvelle
The debt hereby secured is paid in full and reenville the Lien of this instrument is satisfied this a Hational Witness:

Witness:

SATISFIED AND CANCELLED OF RECORD Jarolaulath R.M.C. FOR GREENVILLE COUNTY, S. C. 9:30 0 CLOCK Q.M. NO. 5759