## FEB 26 3 AS PH 19**6**9

BOOK 862 MG 576

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 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 piece, parcel or lot of land situate, lying and being in <sup>G</sup>antt Township, Greenville <sup>C</sup>ounty, South Carolina near <sup>G</sup>antt Station, being shown as 2.69 acres, more or less, on a plat of property of Wilma Byrd, prepared by J.C. Hill on November 15, 1961, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at a point in the center of Murrell Prive, at the joint front corner of property now or formerly ownsed by Wilma LaBcone Byrd and property now or formerly owned by Brown: thence N.61-30 W.640.2 feet to a point: thence S.11-10 W.159.2 f feet to iron pin: thence S.51-0 E.484.2 feet to a point: thence N.14-30 E.85 feet to the point of beginning.

This being the same property conveyed to the granter herein by deed of Wilma LaRoone Byrd dated December 22, 1961 and recorded in the R.M.C. Office for Greenville County in Deed Book 689 at Page 170.

and hereby intervocably 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 indedtedness 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 perfect of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of sais indeptedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of the sais three managers of Bank and its hereby authorized to rely thereon.

  Witness

Witness Fatricia Floure x Dames J. Roeve
Dated at: Greenville, S.C. 2-26-69
State of South Carolina  County of
Personally appeared before me
(Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with witnesses the execution thereof.
Subscribed and sworn to before me this 210 day of 1- brushy, 169
Notary Public, State of South Carolina My Commission expires at the will of the Governor  Sc-75-R  Recorded February 26, 1969 At 3:43 P.M. # 2026
5-1-18

PAID AND FULLY SATISFIED THIS THE 13 DAY OF Nov. 1969 THE CITIZERS AND SOUTHERN NATIONAL

BANK OF SOUTH CAROLINA

GIVENVILLE, S. C.

By J. Dean Hudson asst. casher

WITNESS Patricia L. House WITNESS aluma T. Hallyburton

SATISFIED AND CANCELLED OF RECORD

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

AT 3:41 O'CLOCK P M. NO. 11564

nov.

17 DAY OF