GREENVILLE CO. S. C.

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South Carolina National Park Greenville, S (

OCCIET ARRESTORY HAGREEMENT

In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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; or any leases, rents or funds held under excrow agreement relating to said premises; and
 - 3. The property referred to by this agreement is described as follows:

All that certain piece, parcel or lot of land, with all improvement thereon, or hereafter constructed thereon, situate, lying and being in the state of South Carolina, County of Greenville, Grove Township, with the improvement thereon, situate, lying and being in the Fiedmont Manufacturing Company Village in or near the town of Piedmont, Greenville County, South Acrolinaand being more particularly described as Lot Number 126 section 4, as shown on a plat entitled "Revised Portion, Section 4, Piedmont M.F G Company Greenville County, S C, made by Dalton & Neves, Feb 1950 and recorded in the R.M.C. office for Greenville County in Plat Book X at page 127, according to said Plat, the within described lot is also known as No. 64 U. S Highway 20 and fronts thereon 100 ft.

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, on any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

- 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 Miles (L. S.)	ı
Witness Detlite Wyste W (Januallo W) (L. S.) Dated at: Delinille a.C.	ı
3-16-71 Date	
State of South Carolina	
County of Dreenie ().	
Personally appeared before me M. D. who, after being duly sworn, says that he saw the within named fall A late and (Scientific W. Sate sign, seal, and as their forcewers)	
act and deed deliver the within written instrument of writing, and that deponent with factory (Witness)	
witnesses the execution thereof.	
Subscribed and sworn to before me this 6 day of May , 197/	
Trances Vance (Warfess sign here)	
Notary Public, State of South Carolina	