

RECORDED
125

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 _____, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, situate, lying and being in the county of Greenville, state of South Carolina, on the western side of Old Augusta Road, and having the following metes and bounds, according to plat entitled "Property of Leroy Dreher" dated August 6, 1969 and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the western side of the right of way of the Old Augusta Road, corner of property of Marie Dreher, individually and as trustee which iron pin is 63.9 feet in a southerly direction from Fred Dreher line, and running thence S. 53-49 W. 190.1 feet to an iron pin; thence S. 12-20 E. 111.6 feet to an iron pin; thence N. 55-45 E. 173.1 feet to an iron pin located on the right of way of Old Augusta Road; thence with said right of way of Old Augusta Road N. 8-18 E. 122.25 feet to an iron pin, at the point of beginning.

This is the same lot of land conveyed to Leroy Dreher by Marie Dreher individually and as trustee dated September 19, 1969 recorded in deed vol. 876 page 185. Leroy Dreher subsequently died intestate April 17, 1970 leaving as his sole heirs and distributees at law the grantors herein and Leonard Dreher, a brother, and Hanie Lou Mims, a niece, the daughter of a deceased brother, John Henry Dreher, as will appear by reference to his estate on file in the Probate Court for Greenville County in Apartment 1128 file 24.

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.

Witness Karyn Skelton x Shady H. Sherman
Witness Andie McAlaha x Doyle Sherman
Dated at: Greenville Date 9-19-72

State of South Carolina
County of Greenville
Personally appeared before me Karyn E. Skelton who, after being duly sworn, says that he saw the within named Shady H. Sherman & Doyle Sherman sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Andie McAlaha witnesses the execution thereof.

Subscribed and sworn to before me
the 19th day of Sept 1972
Dorcest J. Paul
Notary Public, State of South Carolina
My Commission expires at the will of the Governor
11-23-80

1-05-175 Recorded September 20, 1972 At 12:45 P.M. # 8499

SATISFIED AND CANCELLED OF RECORD
10th DAY OF May 1978
Bessie S. Tankersley
D. N. C. FOR GREENVILLE COUNTY, S. C.
AT 11:00 O'CLOCK A.M. NO. 33499 FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 57 PAGE 496