

1. Undersigned, Lewis W. Martin, and James Edward Walls, do hereby promise and agree to pay all debts, taxes, assessments, fines and other charges due to them from time to time, and to remain indebted to them up to fifteen thousand dollars and one cent, and thereafter to remain indebted to them up to an amount equal to fifteen thousand dollars and one cent, and until such time as the undersigned have been paid in full, or until twenty-one years and six months have been run off, or until twenty-one years and six months following the death of the last survivor of the undersigned, whichever occurs first, 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 Association, 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 escrow agreement relating to said premises; and
3. The property referred to by this agreement is described as follows:

That if default be made in the performance of any terms hereof, or if default be made in any payment of principal or interest, or 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 Association 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 terms hereof, or if any of said rental or other sums be not paid to Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.

5. That Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may direct.

6. Upon payment of all indebtedness of the undersigned to Association this agreement shall be and become void and of no effect, and until that it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and insure to the benefit of Association and its successors and assigns. The affidavit of any officer or department manager of Association 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 Lewis W. Martin James Edward Walls (L.S.)

Witness Dewanda F. Johnson Doris Walls (L.S.)

Dated at: Greenville, S.C.

Nov. 5, 1973
Date

State of South Carolina

County of Greenville

Personally appeared before me Dewanda F. Johnson who, after being

(witness)

duly sworn, says that he saw the within named James Edward Walls & Doris Walls (BIRKBECK) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent will Lewis W. Martin witness the execution thereof.

Suscribed and sworn to before me

this 5th day of November, 1973

Dewanda F. Johnson
County Public Notary of South Carolina
My Commission expires 1-15-81 with NOV 6 1973

Dewanda F. Johnson
(Witness signature)

NOV 6 1973 12400

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