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In consideration of such hans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. thereinafter 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 escrow 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 in Greenville County, State of South Carolina, situate on the southern side of Kingsridge Drive, in Chick Springs Township, being shown and designated as Lot No. Il on a plat of Botany Woods, Inc., recorded in the RMC Office for Greenville County in Plat Book YY, at Page 173, and described as follows:

BEGINNING at an iron pin on the southern side of Kingsridge Drive, at the joint front corner of lots Nos. 11 and 12 and running thence with the line of lot 12, S. 20-41 E. 274.5 feet to pin; thence N. 72-39 E. 100 feet to pin, rear corner of lot 10; thence with the line of lot 10, N. 20-45 W. 270.6 feet

That if default be made in the performance of any of the terms hereof, or it default be made in any payment of principal or interest, or any notes hereof cont) 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 or 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 verformance 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 the Fank may and is bereby 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 rayment 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 hind the undersigned, their heirs, legattes, 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 indebtoduess to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and containing force of this agreement and any person may and is hereby authorized to rely thereon.

Bank of Greer November 13, 1975 Date

State of South Carolina

County of Greenville

Judith A. Ritter Personally appeared before me

(Witness) Ralph E. Boone and Helen D. Boone

act and deed deliver the within written instrument of writing, and that deponent with J. Larry Loftis (Witness)

witness the execution thereof.

Subscribed and aworn to before me

th 13th of November

Notary Public, State of South Capolina My Commission expires My Commission to

June 20, 1979

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