5284 +X++

BOOK 755 PAGE 404

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

- 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: Real Estate Book 752, Page 465

ALL of that certain piece, parcel or lot of land situate, lying and being on the Northern side of Forest Circle, near the City of Greenville in the County of Greenville, State of South Carolina, known and designated as Lot No. 14 on Plat of Property of Victor-Monaghan Company, Development No. 1 made by Dalton & Neves, Engineers, December 1941 recorded in the R. M. C. Office for Greenville County in Plat Book M at page 39 and having according to said plat, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the Northern side of Forest Circle, joint front corner of Lots No. 13 and 14 and running thence along the common line of said Lots No. 27-11 E. 204 feet to an iron pin, joint rear corner of said lots; thence No. 51-30 W. 195 feet to an iron pin; thence S. 59-15 W. 42.7 feet to an iron pin, joint rear corner of Lots No. 14 and 15; thence along the common line of said last mentioned lots S. 4-04 E. 253.7 feet to an iron pin on the Northern side of Forest Circle, joint front corner of said lots; thence in a curved line along the Northern side of Forest Circle the Tangent of which is S. 70-21 E. 83 feet to the beginning corner.

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 sait 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 Hing L. Moore xx albut J.S	loan () (1)
Witness Belly Holigains x mm 1/2	lean & sold
Dated at: Greenfille, South Carolina Emma L. Sloan August 1, 1964	as the file of
State of South Carolina	dill one w.
County of Greenville	Xairie 1
Albert I Slean and Emess I Slean	being duly sworn, says that he saw sign, seal, and as their
(Borrowers)	y W. Higgins (Witness)
witnesses the execution thereof.	(withess)
Subscribed and sworn to before me 11th August this — day of — 19— 14— 14— 14— 14— 14— 14— 14— 14— 14— 14	a L. Moore witness sign here)
Sy Commission Apires at the will of the Governor	
sc-75.R Recorded August 17th., 1964 At 9:30 A.M. # 5284	

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By:	W.B.	Pheria	Darol	14.	
Witnes	s: <u>Beti</u> Flore	y Nigg	ins Intral		

Ollie Farmourth

R. M. C. FOR GREANVILLE COUNTY, R. C.
1931 OCHOCK A. M. NO 19384