1042 PAGE 474

In consideration of such loans and indebtedness as shall be made by or become due to THE BANK OF GREER, GREER, S. C. (bereinafter 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

1. The property referred to by this agreement is described as follows: All that certain piece, parcel or lot of land in Chick Springs Township, Greenville County, State of South Carolina, being known and designated as a portion of lot No. 1 on plat of property of T. W. Butler made by C. M. Furman, Jr. on September 20, 1933 and having the following metes and bounds, to-wit:

Beginning at a point in the joint line of lots 1 and 2, at a point in line of property now owned by Audrey Brown and running thence with the Brown line N. 45-45 W. 100 feet to a point in the northwestern line of lot No. 2; thence with the line of lot No. 2, S. 35-30 E. 135 feet to a point in line of other property of the grantor; thence with a new line through lot No. 1, approximately S. 45-45 E. 100 feet to an iron pin in the joint line of lots 1 and 2; thence

That if default be made in the performance of any of the terms hereof, or it default be made i (COnfiment) for 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 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 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 the 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, legaties, devisces, 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 containing force of this agreement and any person may and is hereby authorized to rely

ter as such thindany (us)

Dated at: Bank of Greer

Sept. 1, 1976

State of South Carolina

Greenville

the within named Evelyn A. Hood, formerly known as Evelyn A. Lindsay sign, seal, and as their

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

witness the execution thereof.

Subscribed and awors to before me

June 20, 1979

(CONTINUED ON NEXT PAGE)

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