

11-1183-10

S. S. Indemnity.

That in case of default as shall be made by or become due  
to the undersigned (hereinafter referred to as "Bank") to or from the undersigned, jointly  
or severally, that all sums and expenses of attorney have been paid in full, or  
otherwise, and that the undersigned, the survivor or the last survivor of the undersigned, which-  
ever occurs, the undersigned, jointly and severally, promise and agree

1. To pay, when so becoming delinquent, all taxes, assessments, dues and charges  
any time 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. Herby assign, transfer and set over to Bank, its successors and assigns, all  
sums 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:

Beginning at an iron pin on the south side of Capewood Road at the joint  
corner of Lots 296 and 297 and runs thence along the line of Lot 296 S.  
17-40 E. 139.3 feet to an iron pin; thence along line of Lots 299 and 298,  
S. 69-00 W. 153.9 feet to an iron pin on the east side of Willowtree Drive;  
thence along Willowtree Drive, N. 2-27 W. 124.65 feet to an iron pin at the  
intersection of Willowtree Drive and Capewood Road; thence with the inter-  
section of said Drive and Road, N. 34-04 E. 40.2 feet to an iron pin on  
the south side of Capewood Road; thence along Capewood Road, N. 70-36 E.  
90 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 irrevocable 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, at its election, may declare  
the entire remaining unpaid principal and interest of any obligation or indebtedness then  
existing 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  
cease 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 customers and assigns. The affidavit of an  
officer or department manager of bank annexed hereto 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 Lisa N. Mullinax Richard Bryan Rogers  
Witness Rhonda Strange Lisa Mullinax

Dated at: Greer, S.C.

November 25, 1983  
DATESTATE OF SOUTH CAROLINA  
COUNTY OF Greenville

Personally appeared before me \_\_\_\_\_ Lisa Mullinax \_\_\_\_\_, who after being  
asked, swears, says that he saw the witness named Richard Bryan Rogers  
and Paula Adams Rogers sign, seal, and  
thereat and thereupon deliver the within written instrument of writing, and that  
it is executed with Rhonda Strange  
(WITNESS)

Subscribed and sworn to before me

25th day of November 1983.

John W. Hargrove  
Notary Public, State of South Carolina  
My Commission Expires Dec 1984

J. A. Phillips  
WITNESS SIGNED

OCTO 16 1983 045 2.00CD

RECORDED DEC 16 1983 at 10:30 A.M.

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