

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

- 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; 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: Book 298-Page-315

All that piece, parcel or lot of land in Greenville Township Greenville County, State of South Carolina on the East side of third St. and being known and Designated as lot no 9I of section six of Subdivision of Judson Mills, Village as shown on Plat thereof recorded in the R.M.C office for Greenville County in Plat Book "K" pages 106 and 107 being more particularly described as metes and bounds follows, beginning at an iron on the east side of third st at joint corner of lots no 90 and 9I and running thence along the lines of said lots North 88-II East 76-22 feet to an Iron pin joint teat corner of lots No. 74 and 75 and 90 and 9I thence along the rear line of lot 74 South I-53 East seventy feet to an Iron Pin, joint rear corner of lots 73-74-9I-92 thence along the rear of lots No. 9I and 92. South 88-II West 76-I6 feet to the joint corner of said lots on the East side of third st. thence along the East side of third st. thence along the East side of third st. N-I53 West 70 feet to the beginning corner. Recorded in Greenville R.M.C office in Volume 292-315.

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 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, 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 Pat C. Lowe x x Johnny B. McMakin, Jr.
Witness Nina L. Moore x x Betty J. McMakin
Dated at: Greenville, South Carolina March 13, 1964

State of South Carolina GREENVILLE
County of

Personally appeared before me Pat C. Lowe who, after being duly sworn, says that he saw the within named Johnny B. McMakin, Jr. and Mrs. Betty J. McMakin sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Nina L. Moore witnesses the execution thereof.

Subscribed and sworn to before me this 13th day of March 1964
Keba S. McCoy Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Recorded March 14, 1964 At 9:30 A.M. # 26099

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this 15 of April 1968
By: Clarence Dopke
Witness: Frances Lawson
Witness: E. Parker Dutton

SATISFIED AND CANCELLED ON RECORD
16 DAY OF April 1968
Ollie Larusworth
R. M. C. FOR GREENVILLE COUNTY, S. C.
AT 9:45 O'CLOCK A. M. NOV 26 1968