## 30566

## 1.25 APR 25 1908 REAL PROPERTY A

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In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF UTH CAROLINA. (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and debtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever ret 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
- Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other t resently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property those presently existing) to exist on, and f scribed 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: All that lot of land in Greenville County, State of South Carolina, lying on the Southwest side of Greenville Greenville County, State of South Carolina, lying on the Southwest side of Hiawatha Drive, Chick Springs Township, being shown as Lot 227 on a plat of Botany Woods, Sector V, recorded in Plat Book YY at pages 6 and 7, and described as follows: BEGINNING at an iron pin on the Southwest side of Hiawatha Drive, at the front corner of Lot 228 and running thence with the line of said lot, S. 26-20 W. 190.2 feet to an iron pin; thence N. 54-39 W. 125 feet to an iron pin at the rear corner of Lot 226; thence with the line of said lot, N. 29-09 E. 180.5 feet to an iron pin on the Southwest side of Hiawatha Drive; thence with the curve of the Southwest side of said Drive. S. 58-50 E. 115 feet thence with the curve of the Southwest side of said Drive, S. 58-50 E. 115 feet to the Beginning. Being a portion of the property conveyed to Grantor by deed of Jas. L. Love and W. W. Wilkins, as Trustees.

This conveyance is made subject to restrictive and affirmative covenants applicable to the above subdivision, recorded in the RMC Office for Greenville County in Proceedings of the page 137

County in Deed Book 676 at page 137.

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 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 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 Saraf . Craw	x / Helen J. It williams
Witness Mary P. Bart	x/ Wayon A. Murimon
Dated at: Summille S. C.	4-22-66 Date
State of South Carolina	
County of <u>(Treen ville</u> Personally appeared before me <u>Nance, T.C.</u>	who, after being duly sworn, says that he saw
Personally appeared before me Nance, T. C. the wighting the Ablent J Mallace	(Witness)  sign, seal, and as their (Borrowers)  iting, and that deponent with Marcy P. Bolt (Witness)
act and deed deliver the within written instrument of	(Witness)
Subscribed and sworn to before me	Janaf - (Witness sign here)
Notary Public State of South Carolina	(WILNESS SIGN Here)
My Commission expires at the will of the Governor Recorded April 25th.,	1966 At 1:00 P.M. # 30566