

MAR 21 3 48 PM '69

OLLIE FARNSWORTH  
R. M. C.

VOL 864 PAGE 351

STATE OF SOUTH CAROLINA:  
COUNTY OF GREENVILLE :A G R E E M E N T

THIS AGREEMENT, made and entered into this 10 day of March, 1969, by and between H. W. Wilburn, hereinafter referred to as Wilburn, and the Southern Bank & Trust Company of Greenville, South Carolina, hereinafter referred to as Bank,

## W I T N E S S E T H :

That whereas, Wilburn has executed and delivered his promissory note to the Bank in the amount of \$2,500.00, dated March 14, 1969, and payable on the 12th day of December, 1969,

And whereas, the said Wilburn has executed and delivered a mortgage of Lot No. 64 of Marsmen, Inc. to secure the payment of said Note as aforesaid, well knowing that on the 12th day of December 1968, the said H. W. Wilburn entered into a contract with R. T. Brassell for the sale of said real estate for a total price of \$12,500.00, \$2,500.00 thereof having been paid as down payment, and the balance of \$10,000.00 to be paid in four yearly installments of \$2,500.00 each, said contract being of record in Deed Book 859, Page 529, RMC Office for Greenville County, deed to be delivered upon payment of total purchase price, said contract having been assigned by R. T. Brassell to McLain Hall on December 12, 1968.

Now, in consideration of the making of said loan to the undersigned Wilburn by said Bank, the said Wilburn does hereby covenant and agree with said Bank that in the event he should fail to pay his said promissory note according to the terms and conditions thereof when same shall become due, then and in that event, the said Wilburn does hereby assign, transfer and set over unto the Bank the proceeds expected to be received from McLain Hall to the extent that said funds shall be needed to repay said loan plus interest, and the said Wilburn does hereby authorize and direct the said McLain Hall, upon receipt of a demand from



(Continued on next page)