

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:

All that piece, parcel or lot of land with the buildings and improvements thereon, situate lying and being in the City of Greenville, County of Greenville, State of South Carolina, being known and designated as Lot 61, Block D, Plat of Property of East Park, plat of which is recorded in the RMC Office for Greenville County, S. C. in Plat Book A, Page 383 and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at an iron pin in the northwest side of Haviland Avenue, formerly Smith Avenue, joint front corners Lots 61 and 62 of Block D; and running thence with the line of Lot 62 in a northwesterly direction 116 feet, more or less, to an iron pin thence with the line of Lot 59 in a northeasterly direction 50 feet to an iron pin in the joint rear corner Lots 60 and 61; Block D; thence with the line of Lot 60 in a southeasterly direction 119 feet, more or less, to an iron pin on Haviland Avenue; thence with said Haviland Avenue 50 feet, more or less, to the beginning corner. This is the same property conveyed by deed recorded in Deeds Volume 628, Page 461.

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 Bobby J. Nelson x B. Jack Foster  
Witness De Foy E. Cudd x

Dated at: Greenville, South Carolina  
March 21, 1963  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Bobby J. Nelson who, after being duly sworn, says that he saw  
the within named B. Jack Foster (Witness)  
act and deed, deliver, the within written instrument of writing, and that deponent with De Foy E. Cudd  
witnessed the execution thereof. (Borrowers) (Witness)

Subscribed and sworn to before me  
this 21st day of March, 19 63 Bobby J. Nelson  
(Witness sign here)

Levin D. Heistadler  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor  
sc-75-R

Recorded March 27th, 1963 at 9:30 A. M. No. 24344

*For Satisfaction see R. E. M. Book 1040 Page 53*

SATISFIED AND CANCELLED OF RECORD  
6 DAY OF Sept. 1966  
Ollie Johnson  
R.M.C. FOR GREENVILLE COUNTY, S. C.  
AT 2:47 O'CLOCK P.M. NO. 6557