31740

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 certain piece parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, and in Austin Township, containing One acre according to a revised survey of the property of Woday M. Auston by C. O. Riddle, Surveyor, dated October 3, 1956, the said plat being of record in Plat book LL, pahe 117, Office Of the R.M.C. for Greenville County, and have according to said plat the following metes and bounds:

For further information reference is made to Book 719, page 358 R.M.C. Office for Greenville County, South Carolina.

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.

<u>Greenville</u> Dated at: State of South Carolina Greenville, S.C. County of _ Personally appeared before me Robert L. Pence who, after being duly sworn, says that he saw the within named Mr. Joel N. Brockman and Thomasena Brockman sign, seal, and as their (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with Barbara McPherson (Witness) witnesses the execution thereof. "Subscribed and sworn to before me _, 19_63 6th day of. June My commission expires at the will of the Governor Recorded this 7th of June, 1963, at 9:30 A.M., No.# 31740

The debt hereby secured is mark in full and the tien of this inscrument is satisfied 66 mall the 11en of Secure Anthy Cause Bank of Phinage and Secure Bank of Phinage and Philipping and Witness. Hays

SATISFIED AND CANCELLED OF RECORD

4 DAY OF Jaw. 1967

Ollie Jamsworth

R. M. C. FOR GREENVILLE COUNTY, S. C.

AT 9:30 O'CLOCK A. M. NO. 16156