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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 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 in Greenville County, State of South Carolina, lying and being on the west side of Maco Terrace being known and designated as Lot. No. 27A of property belonging to Central Realty Corporation, according to plat of said property made by Pickell and Pickell March 13, 1946, revised May 31, 1946, recorded in the R. M. C. Office for said Greenville County in Plat Book "P", at page 51, and having, according to said plat, the following metes and bounds, to-wit: BEGINNING at a point on Maco Terrace, joint corner of Lots Nos. 26B and 27A, and running thence with Maco Terrace, S. 36-05 E. 55 feet to a point at the joint corner of Lots Nos. 27A and 28A; thence along the joint line of Lots Nos. 27A and 28A, S. 54-03 W. 145 feet to the rear corner of Lots. Nos. 28A and 27A; thence N. 36-05 W. 55 feet to the joint rear corner of Lots Nos. 27A and 26B; thence along the joint line of said Lots, N. 54-03 E. 145 feet to the point of beginning; being the same conveyed to me by G. W. Strickland by deed dated September 29, 1956, to be recorded here- and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies with, 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 Bobby J. Nelson x Charles W. Epper

Witness Brenda Gutterfield x

Dated at: Greenville, S.C.  
2/15/64  
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 Charles W. Epper sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Brenda Gutterfield witnesses the execution thereof.

Subscribed and sworn to before me this 15 day of February, 1964 Bobby J. Nelson (Witness sign here)

J. T. Harris  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

SC-75-R Recorded March 2, 1964 At 9:30 A.M. # 24690

The debt hereby secured is paid in full and the Lien of this instrument is satisfied this

19th day of May 1965  
The Citizens & Southern National Bank of South Carolina  
By Bobby J. Nelson  
Witness Betty Higgins  
Witness Flurence Dees

SATISFIED AND CANCELLED OF RECORD  
26 DAY OF May 1965  
Oliver Farnsworth