

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: Plat Book "K" - Pages 98 and 99

ALL that certain lot of land lying in the State of South Carolina, County of Greenville, City of Greenville on the Southern side of Knoxbury Terrace lying on the Northern side of Lot No. 22 on a plat of the property of W. C. Cleveland dated May, 1931, revised August, 1941, recorded in the R. M. C. Office in Plat Book "K" at Page 98 and 99 and being described according to a recent survey by H. C. Clarkson, Jr., R. L. S. dated May, 1964, as follows:

BEGINNING at an iron pin on the western side of McDaniel Avenue at the northeastern corner of Lot No. 22 and running thence along the line of Lot No. 22, S. 85-22 W. 80 feet to an iron pin; thence S. 70-32 W. 51.3 feet to an iron pin; thence S. 49-24 W. 30.7 feet to an iron pin corner of Lot No. 23; thence continuing along the line of Lot No. 23, S. 47-00 W. 18.5 feet to an iron pin; thence S. 37-23 W. 21.9 feet to an iron pin which point is the same as the southwestern corner of property heretofore conveyed to Hazel W. Ellison; thence S. 75-55 E. 13.1 feet to an iron pin on the southern side of Knoxbury Terrace; thence continuing along the southern side of Knoxbury Terrace in an easterly direction to the point of beginning.

(Over)

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 and is hereby authorized to rely thereon.

Witness J. Robert Stogner, Jr. x  
 Witness Florence Renfroe x Hazel W. Ellison  
 Florence Renfroe Hazel W. Ellison  
 Dated at: Greenville, South Carolina September 30, 1964  
 Date

State of South Carolina  
 County of GREENVILLE  
 Personally appeared before me J. Robert Stogner, Jr. who, after being duly sworn, says that he saw the herein named Hazel W. Ellison sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Florence Renfroe witness the execution hereof.  
 Subscribed and sworn to before me this 30th day of September, 1964  
Martha Ann Chaves Notary Public, State of South Carolina  
J. Robert Stogner, Jr. (Witness sign here)

Being a portion of the property conveyed to the Grantors by Terrace, Incorporated. The above conveyance is intended to convey that narrow strip of land lying between the northern edge of Lot No. 22 and the northern one-half of the western edge of Lot No. 23 and the southern side of Knoxbury Terrace.

Recorded October 7th., 1964 At 3:42 P.M. # 10442