|).(| 500 JUL 1 4 1970 1060 VOL 894 PAGE 141 |
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| | V _/ 35_/9- Mrs. Chis. arraworth |
| · | 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 with the improvements theron situate, lying and being on the eastern side of Daisy Drive in Pine Hill Village, gantt Township, Greenville County, South Carolina, as Shown and Designated as ot 78 on a plat of Pine Hill Village prepared by R.K. Campbell, R.L.S. November 1960 and recorded in the P.M.C. Office for Greenville County, in Plat Book QQ on page 169 and having according to said plat the metegand bounds following. |
| | Beginning at an iron pin on the eastern side of Daisy Drive, joint front corner of Lots |
| ٠. | 78 and 79, and running thence S. 79-11 E. 116.4 feet along the joint line of said lots |
| | to an iron pin, joint rear corner of said lots and lots 117, and XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| | 92.8 feet along the joint rear line of Lots 78 and 118 and 119 to an iron pin.joint rear |
| | corner of Lot 77 and 78 in the rear line of Lot119, thence N . 79-11W 139 ft. long the joint line of Lots 77 and 78 to an iron pin on the eastern side of Paisy Prive, joint Front |
| | corner of Lots 77 and 78, and rurning thence NN 10-49E. 90 ft. along the eastern side of |
| | said Drave to an iron pin, the point of beginning DERIVATION: Deed Book 653, Page 79 |
| | 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 coligation, 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. |
| | 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 Dank 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. |
| | Wirmens Or Adria Douban) x Min (Tickett |
| | Bicky Lina Vivian on Vicketh |
| | |
| • | Dated at: Millaville) 7-10-70 Date |
| | State of South Carolina County of Alleneelle |
| | Personally appeared before me |
| | the within named Otas O and Vivian Dickett sign, seal, and as their |
| | act and deed deliver the within written instrument of writing, and that deponent with |
| | witnesses the execution thereof. |
| | Subscribed and sworn to before me |
| | this 10 day of Ochor 1920 (Witness sign here) |
| | Notary Public, Stare of South Carolina |
| | 1-05-175 Representation Expires |
| | Recorded July 14th, 1970 at 12:00 P.M. #1060 |

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 9 PAGE 439