In consideration of such loans and indebtedness as shall be made by or become due to THE SOUTH CAROLINA NATIONAL BANK OF CHARLESTON (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
- 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; or any leases, rents or funds held under escrow agreement relating to said premises; and
- 3. The property referred to by this agreement is described as follows:
  All that certain piece, parcel or lots of land with all improvements thereon, situate on the northwestern side of Highway #14 in the County of Greenville, State of South Carolina being shown as a lot containing one acre, more or less, on a plat of a portion of the property of Richard Xox, said plat dated February, 1950 prepared by John C. Smith, Jr. Surveyor, recorded in Plat Book SSS at Page 160 in the R.M.C. Office for Greenville County and having according to said plat the following metes and bounds, to wit: Beginning at a point in the

cording to said plat the following metes and bounds, to wit: Beginning at a point in the center of Highway #14 at the joint front corner of other property now or formerly of the J. B. Cox estate and running thence with the Cox Property, N. 73-25W. 227.25 feet to an iron pin; thence N. 16-35E 208.75 feet to an iron pin; thence S. 73.25 E. 227.25 feet to a point in the center of Highway #14; thence with center of Said Highway S. 16-35W 208.75 feet to point of Begin. On any notes hereof or hereafter signed by the undersigned, the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Bank and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the

- 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 Gency Montgomeny Richard Con (L. S. Witness Not Stone X Caralys P. Con (L. S. Dated at: Melnville Date
State of South Carolina
Personally appeared before me Not Stone Jones
the within named Richard Cox (Witness)  (Borrowers)  who, after being duly sworn, says that he saw the within named Richard Cox (Borrowers)  (Borrowers)
act and deed deliver the within written instrument of writing, and that deponent with DOT STONE
witnesses the execution thereof. (Witness)
Subscribed and sworn to before me this Hodey of March, 1971  Jenny M. Mentagarana
Thelalys of Bender (Witness Fign here)
Notary Public, State of South Carolina My Commission expires at the will of the Governor