

That if default be made in the performance of any of the terms hereof or if default be made in any payment of principal or interest 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 or 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 same subject to the further order of said court, but agrees further that the bank shall have no obligation to perform or discharge any obligation, duty or liability of the undersigned in connection with the said assignment of rents and profits.

4. That if default be made in the payment of loans and indebtedness hereunder or the performance of any of the terms hereof, 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 Kay D. Waddell Donald L. Smith
Witness Jackie M. Howard Evelyn Jeanette Smith
Debit Greer, S. C. Date Oct. 29, 1975

State of South Carolina
County of Greenville

Personally appeared before me Kay D. Waddell who after being duly sworn says that he saw the within named

Donald R. Smith and Evelyn Jeanette Smith sign, seal and as their act and deed deliver the

(Borrowers) within written instrument of writing and that deponent with Jackie M. Howard witness

Subscribed and sworn to before me Lankford T. Smith Kay D. Waddell

this 29 day of October 19 75 (Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor