va 1035 no 537

In consideration of such loans and indebtedness as shell be sade by or become due to IME CITIZENS AND SUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter referred to as "Benk") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until iventy-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 Eank, to refrain from creating or permitting any lien or other encombrance (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 . State of South Carolina, described as follows:

ALL that piece, parcel or lot of land situate, lying and being on the eastern side of Jones Avenue in the City of Greenville, County of Greenville, State of South Carolina, being shown and designated as Lot No. 13 and the southern half of Lot No. 14 on a Plat of W. C. McDaniel property made by Dalton & Neves, Engineers, dated November, 1926 and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Fook "" at Page 102, and having, according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin on the East side of Jones Avenue at the joint front corner of Lots Nos. 12 and 13, which point is 63 feet north of the northeast corner of the intersection of Jones Avenue and Carroll Lane, and running thence along the joint line of said Lots Nos. 12 and 13, S. 89-08 V. 150 feet to an iron pin; thence N. 1-18 E. 94.5 feet to an iron pin on the rear line of Lot No. 14; thence running through the center of Lot No. 14, M. 89-08 W. 150 Set to an iron pin on the eastern side of Jones Avenue: thence along the eastern side of Jones Avenue S. 1-18 W. to an iron pin, the point of beginning.

The herein named grantees are to pay the 1975 taxes on the aboved-scribed property. The abovedescribed property is conveyed subject to existing rights of way, reservations and restrictions.

and hereby arrevocably authorize and direct all lesses, escrow holders and others to pay to Bank, all rent and all other nonies 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 rerts 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 all 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 tank this agreement shall be and become wold 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 more to the benefit of Bank and its successors and assigns. The arridavit 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.

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Vitcess (ather Dason Zien	y Blackford 3rd
Janes Kauson. She	my allen Blackford
Greenville 4	-18-76
tate of South Carolina Greenville ounty of	
Personally appeared before me <u>Cathy Nason</u> be within named Henry Blackford, III & Shery!) Allen B	lackford sign, seal, and as their
(Bcrrowers)	Frances Lawson
et and deed deliver the within written instrument of writing, and that deposit extresses the execution thereof.	(Witness)
Subscribed and sworn to before the 16 April 76 his day of 19	Carry Dason
ictary Poblic, State of South Carolina by Commission expires as the writ of the Governor	(Fitness sign here)
11-5-13	