

FILED

JUL 18 1983

Paul Murphy, Agreements

89-1315 pg 795

State of South Carolina, on the _____ day of June, 1983, at Greenville, South Carolina, the undersigned, jointly and severally, do hereby declare, that all of such debts and indebtedness have been paid in full, or that the same will be paid in full, by the death of the last survivor of the undersigned, which shall be within ten years from the date hereof, the undersigned, jointly and severally, promise and agree:

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges lawfully 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 rents 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:

Beginning at an iron pin on the northeastern edge of Pembroke Lane at the joint front corner of Lots. No. 4 and 5 and running thence with the joint line of said lots, N. 35-08 E., 127.8 feet to an iron pin; thence N. 58-24 W., 65 feet to a joint rear corner of Lots. No. 5 and 6; thence with the joint line of said lots, S. 35-04 W., 148.4 feet to an iron pin on the edge of Pembroke Lane; thence with the curve of Pembroke Lane, the chord of which is S. 73-19 E., 56.9 feet to p.c.; thence continuing with the curve of Pembroke Lane, the chord of which is S. 85-39 E., 13.1 feet to the point of beginning.

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensover becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocable 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, 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 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

Carole F. Smith

Witness

Ann Sherrill

Mayson Easterling

Mary H. Easterling

Filed at:

Greer

6-29-83

DATE

State of South Carolina
Date: 6/29/83
Greenville

Personally appeared before me Carole Smith, who after being sworn, says that he saw the within named Mayson and Mary H. Easterling sign, seal, and affix their act and deed deliver the within written instrument of writing, and that I am present with Ann Sherrill (WITNESS) who witnessed the execution thereof.

Subscribed and sworn to before me

29 June, 1983

John W. Dyer
Notary Public, State of South Carolina

Carole F. Smith
(WITNESS SIGN HERE)