commodified of Auchy 1086 and indectedness as shall be made by or become que commodified Addik (hereinafter referred to as "Bank") to or from the undersigned, jointly severally, and until all of such logins and indebtedness have been paid in full, or thenty-one years following the death of the last survivor of the undersigned, which-services, the undersigned, jointly and severally, promise and agree

- to pay, prior to becoming delinquent, all taxes, assessments, dues and charges 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 tables, 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 a point in the center of North Miller Street, Southeast corner of the lot herein conveyed, and running thence N. 73-3/4 W. 206 feet; thence N. 163/4 E. 106 feet to an iron pin, corner of now or former Glenn lot; thence along the now or former Glenn line; thence with Miller Street, S. 161/4 W. 106 feet to the beginning corner. For a more full and particular description, reference is hereby made to plat recorded in Plat Book GGG, page 455, R.M.C. Office for Greenville County.

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 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, officer or department manager 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

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Recorded July 21, 1983 at 10:30 A.M.

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