

...as shown or made by or become due ... (the undersigned) to or from the undersigned, jointly ... and indebtedness have been paid in full, or ... of the last survivor of the undersigned, which ... jointly, and severally, promise and agree

- 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges ... and 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 ... and hereafter becoming due to the undersigned, as rental, or otherwise, howsoever for or on account of that certain real property situated in the County of **Greenville**, State of South Carolina, described as follows:

BEGINNING on a nail and stopper in the center of the said road, and running thence N, 28-25 E. 197 feet to an iron pin; thence S. 32-45 E. 96.1 feet to an iron pin joint corner of Lots 3 and 4 and on the line of Lot 7; thence with the line of the Whilden lot S. 9-45 W. 172.5 feet to a nail and stopper in the center of said road (stake back on line on bank of road); thence with said road, N. 56-15 W. 140.8 feet to the beginning, containing 0.45 acre, more or less.

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 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 Lisa H. Mullinax Mattie Sue Allen
Witness Shelia Eppley

Executed at: Greer December 9, 1983
DATE

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

I personally appeared before me Lisa H. Mullinax, who after being duly sworn, says that he saw the within named Mattie Sue Allen sign, seal, and their act and deed deliver the within written instrument of writing, and that deponent with Shelia Eppley witnesses the execution thereof.
(WITNESS)

Subscribed and sworn to before me
on the 9 day of December, 19 83
John W. ...
Notary Public, State of South Carolina

Lisa H. Mullinax
(WITNESS SIGNATURE)