

In consideration of such loans and indebtedness as shall be made by or become due to COMMUNITY BANK (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever occurs first, 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 and levied upon the real property described below; and

2. Without the prior written consent of the 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 other 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 Greenville, State of South Carolina, described as follows:

All that lot of land in the county of Greenville, state of South Carolina, being known and designated as Lot No. 20, on plat of Ethel Y. Perry Estate recorded in plat book B page 33 of R.M.C. Office for Greenville County, and having according to a recent survey July 1956 by R.W. Dalton, the following metes and bounds, courses and distances, to-wit:

Beginning at an iron pin on the south side of Raris Mountain Avenue, the front joint corner of Lots Nos. 19 and 20, and running thence with the joint line of said lots S. 5-35 E. 162.5 feet to an iron pin; thence with the rear line of lot 11, S. 84-28 W. 60 feet to an iron pin corner of Lot No. 21; thence with the line of said lot N. 5-35 W. 162.5 feet to an iron pin on the south side of Paris Mountain Avenue; thence with the south side of said Paris Mountain Avenue N. 84-28 E. 60 feet to the beginning corner. Deed bk. 556, page 380. 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 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 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 the 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 of the benefit of the 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, Melissa M. Lovvorn x Charles D. James
Witness Martha J. Childers x Dwain L. James

Dated at; Greenville DATE 3-20-84

STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY APPEARED BEFORE ME Martha J. Childers WHO AFTER BEING DULY SWORN, SAYS THAT SHE SAW THE WITHIN NAMED CHARLES DWAIN JAMES SIGN, SEAL, AND AS THEIR ACT AND DEED DELIVER THE WITHIN WRITEN INSTRUMENT OF WRITING, AND THAT DEPONENT WITH MELISSA M. LOVVORN WITNESSES THE EXECUTION THEREOF. (witness)

Subscribed and sworn before me
this 29 day of March, 1984 Martha J. Childers
(witness sign here)

Eduard C. James
Notary Public, State of South Carolina
My Commission Expires 10-5-89

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