

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 Association when due, Association, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Association to be due and payable forthwith.

5. If undersigned fails to perform the covenants and agreements contained in this instrument, or if any action or proceeding is commenced which affects the property or title thereto or the interest of the Lender therein, then Lender, at Lender's option, may make such appearances, disburse such sums and take such action as Lender deems necessary to protect Lender's interest, including, but not limited to, disbursement of attorney's fees, and undersigned shall reimburse the Association for such expenses within 30 days after notice of same has been sent to the undersigned.

6. In the event of any default in the payment of this account, the undersigned agrees to pay all reasonable costs and expenses of collection, including, but not limited to, a reasonable attorney's fee of not less than 15% of the amount due.

7. That the Association may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Association, in its discretion, may elect.

8. Upon payment of all indebtedness of the undersigned to the Association, 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 officer or department manager of Association 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 J. Bryan Little, Jr. x James C. Culberson  
WITNESS Gloria A. Suttles x Anita L. Culberson

Dated at: Taylors, S. C. 29687  
July 29, 1977  
Date

STATE OF SOUTH CAROLINA )  
COUNTY OF ) PROBATE

PERSONALLY appeared before me Gloria A. Suttles who, after being duly sworn, says that she saw the within-named James C. and Anita L. Culberson sign, seal, and as ~~they~~ (their) act and deed deliver the within written instrument of writing, and that deponent with J. Bryan Little, Jr. witnessed the execution thereof.

Subscribed and sworn to before me this 29th day of July, 1977

Gloria A. Suttles  
(Witness)

Marie E. Van Arman (L.S.)  
Notary Public, State of South Carolina

My Commission expires MY COMMISSION EXPIRES  
MAY 12, 1987

and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whatsoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property and hereby irrevocably appoint Association, 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 Association shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith.