

FILED

SEP 28 1981

DONNIE S. TANKERSLEY

to consider all such debts and indebtedness as shall be made by or become due to American Federal Savings and Loan Association of Greenville, (hereinafter referred to as "Association") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, within one year after the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, shall be liable to pay:

1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below; and
2. Without the prior written consent of Association, 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, or any leases, rents or funds held under escrow agreement relating to said premises; and

3. The property referred to by this agreement is described as follows:

ROUTE 2, BOLLINGREEN CIRCLE, GREENVILLE, GREENVILLE COUNTY

PARCIAL SATISFACTION

TUES 20 DAY OF SEPT 1981

AMERICAN FEDERAL SAVINGS & LOAN ASSOCIATION

By Levi W. Martin

VICE PRESIDENT

BUSINESS

Levi W. Martin
David Waddell

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, on any notes herein or hereafter signed by the undersigned agrees and does hereby assign the rents and profits arising or to arise from said premises to the Association and agrees that any judge of jurisdiction may, at chambers or otherwise, appoint a receiver of the described premises, with full authority to take possession thereof and collect the rents and profits and hold the same subject to the further order of said court.

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

6. Upon payment of all indebtedness of the undersigned to 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 trustee to the benefit of Association and its successors and assigns. The affidavit of any officer or department manager of Association showing any part of said indebtedness as remote unpaid shall be and continue conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person so signing and is hereby authorized to rely thereon.

Witness Levi W. Martin Thomas G. Cross, Sr. a.s.s.
Witness James C. Beck Nancy S. Cross a.s.s.

Dated at Greenville, SC

Sept. 22, 1981

State of South Carolina

County of Greenville

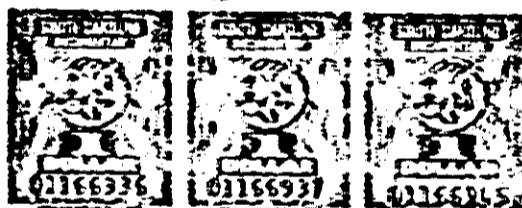
Personally appeared before me Levi W. Martin who, after being duly sworn, says that he saw the within named Thomas G. Cross, Sr. and Nancy S. Cross sign, seal, and as their act and deed deliver the within written instrument of writing, and that deposited with Joan E. Neal witness the execution thereof.

Scribed and sworn to before me
the 22nd day of Sept. 1981

Katherine A. Mabry
Notary Public, State of South Carolina

My Commission expires 11-19-90

RECORDED SEP 28 1981 at 10:15 A.M.
case 045312



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2:45 P.M. 8-26-81