

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 first occurs, 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 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 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, South Carolina, described as follows:

House and Lot

402 South Almond Street and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith.

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.

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, locates, 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: *Deborah Quirk* x *H. Michael Spivoy*
Witness: *Sheila A. Zallert* x *Barbara M. Spivoy*

Dated at: GREENVILLE, SC 6/30/83
DATE

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE, Sheila A. Zallert
Personally appeared before me Deborah Quirk, who after being
duly sworn, says that she saw the within named H. Michael Spivoy & Barbara M. Spivoy sign, seal, and
as their act and deed deliver the within written instrument of writing, and that
deponent with Deborah Quirk witnesses the execution thereof.
(WITNESS)

Subscribed and sworn to before me
this 30 day of June, 19 83
Helen S. Fullen
Notary Public, State of South Carolina
My Commission Expires

My Commission Expires November 21, 1984
Recorded July 13, 1983 at 1:30 P/M

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FILED
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Annalyn S. Lasker