

FILED  
JAN 21 1974  
RECORDED

Greenville

Greenville  
One thousand seven hundred sixty eight dollars 1,768.68  
in 36 payments

time of payment or in writing, or otherwise, or shall be deemed to be the true agreement that the following indebtedness shall be extended and delivered:

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned in recognition of the premises and the sum of One Dollar and other good and valuable consideration to each of them paid, received or to be hereby acknowledged, do hereby agree:

(1) That so long as the undersigned or any one or more of them is indebted to the said Bank, or its assigns, in any amount, whether such obligation be incurred before or after the date hereof, whether as maker, endorser, guarantor, or otherwise, until cancellation of such indebtedness is evidenced by a formal release of this instrument, the undersigned or any one or more of them will not make or cause to be made any mortgage, deed of trust, conveyance or other instrument of agreement having the effect of a lien or encumbrance upon or conveyance of any real estate or interest in real estate now owned by the aforesaid or any of them;

(2) In the event the undersigned fails to pay any indebtedness due the Bank, whether as maker, endorser or otherwise, at maturity, or at maturity of any renewal or renewals of the instrument evidencing such debt, or if any installment payment upon said debt be not paid when due, the undersigned upon demand in writing shall execute and deliver forthwith to the Bank, or its assigns, a real estate mortgage in customary form to secure payment of said indebtedness over such extended time as may be agreed upon by the parties or in the absence of agreement the mortgage shall be conditional upon payment in full not later than thirty days after the date demand in writing was made for execution and delivery of the mortgage.

(3) This agreement, at the option of the Bank, may be recorded in any County in South Carolina wherein an interest in real property is owned by any of the undersigned or wherein the Bank is informed or believes any such interest to be owned and the Bank is hereby authorized to add to the caption of this instrument the name of any County in this State for the purpose of affecting such recordation.

Invalidation of any portion of this Agreement by Statute, Court decree, Judgment or otherwise shall in no way affect the validity of any other portion hereof.

IN WITNESS WHEREOF, I (we) have caused these presents to be executed, sealed and delivered this 23 day of Jan, 1974

IN THE PRESENCE OF:  
Heinrich Perry Shupry X John C. Diehl (SEAL)  
Ruby S. Jeffers X Millie L. Diehl (SEAL)  
\_\_\_\_\_  
(SEAL)

STATE OF SOUTH CAROLINA)  
COUNTY OF Greenville)

PERSONALLY appeared before me H. Perry Shupry who being first duly sworn, made oath that he saw the within and John C. Diehl & Millie L. Diehl sign, seal and as Heinrich Perry Shupry and Ruby S. Jeffers deliver the within written agreement, and that he with Ruby S. Jeffers witness of the execution thereof.

Subscribed and sworn to this 23rd day of January, 1974.  
Elizabeth H. Harbin  
Notary Public for South Carolina

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