

FILED  
GREENVILLE CO. S. C.  
MAY 17 1974  
LEATHERWOOD, WALKER, TODD & MANN  
VOL 998 PAGE 815  
AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to Bankers Trust of S. C., N. A., (hereinafter called "Bank"), to grant credit to Sam Wyche Sports World, Inc.

evidenced by a promissory note for the sum of \$100,000.00 dated

May 2, 1974, and in consideration thereof, the undersigned (hereinafter called "Guarantors"), jointly and severly agree that until said note and any extension or renewal thereof and also any and all other indebtedness of Sam Wyche Sports World, Inc, to Bank, heretofore or hereafter incurred and without regard to the nature thereof, shall have been paid in full or until 21 years following the death of the survivor of the undersigned, whichever shall occur first, (a) Guarantors will pay all taxes, assessments, dues and charges of every kind, imposed or levied or which may be imposed or levied upon their real personal property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent, and (b) Guarantors will not, without the consent in writing of the Bank first had and obtained, (1) create or permit any lien or other encumbrances (other than presently existing liens and liens securing the payments of loans and advances made to them by Bank) to exist on their property, real or personal, now owned or hereafter acquired, or (2) transfer, sell, hypothecate, assign or in any manner whatever dispose of the said property or any interest therein, including specifically, but without limitation, the following described real property situated in the County of Greenville, State of South Carolina:

Personal residence located at 317 Covington  
Road, Greenville, South Carolina.

It is further agreed and understood that if default be made in the performance of any of the terms hereof, or of any instrument executed by Guarantors in connection herewith, or in the payment of any indebtedness or obligation of Sam Wyche Sports World, Inc. now or hereafter owing to Bank, Bank may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligations or indebtedness then remaining unpaid to the Bank due and payable forthwith.