

JAN 27 1978

1072

STATE OF SOUTH CAROLINA)
COUNTY OF Guernsey)

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

WHEREAS, one or more of the undersigned is indebted to the First National Bank of South Carolina, Guernsey, South Carolina, for the amount of Seven Thousand Five Hundred (\$7,500.00) and said debt is due and payable on 1-20-78 and said debt is secured by the payment of an existing debt extended or further credit given upon the express agreement that the following undertaking would be executed and delivered.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned in consideration of the promises and the sum of One Dollar and other good and valuable consideration to each of them, part, receipt of which is hereby acknowledged, do hereby agree:

(1) That so long as the undersigned or any one 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, and if the obligation 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 transfer, deed of trust, conveyance of other instrument or 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 undersigned.

(2) In the event the undersigned fails to pay to the said Bank, whether as maker, endorser or otherwise, at the maturity of any renewal or renewals of the instrument or any 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 time shall be until the full payment in full not later than thirty days after the date when the same is made for execution and delivery of the mortgage.

(3) This agreement and the option of the Bank, to be recorded in any County in South Carolina wherein an interest in real property is owned by any of the undersigned or where the Bank is insured 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 effecting such recordation.

Invalidation of any portion of this agreement by statute, Court decision, judgement or otherwise shall in no way affect the validity of any other portion hereof.

IN WITNESS WHEREOF, I (we) have caused this agreement to be executed, sealed and delivered this 11th day of November, 1977.

IN THE PRESENCE OF
Carole S. Schwab
Betty Patterson

Robert H. Faust (SEAL)
Lee Clairborne Faust (SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Guernsey)

PERSONALLY appeared before me Carole S. Schwab first duly sworn, made oath that she saw the undersigned Robert H. Faust & Lee Clairborne Faust sign, seal and as Carole S. Schwab act and deed delivered to me and she Carole S. Schwab he with Betty Patterson witnessed the execution hereof.

SWORN to before me this 11th day of November, 1977.

Samuel M. Celf
Notary Public for South Carolina
My Commission Expires Oct 1, 1980

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RECORDED JAN 27 1978 At 2:00 P.M.

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JAN 27 1978
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