

COUNTY OF

Spartanburg

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

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WHEREAS, one or more of the undersigned is indebted to the First National Bank of South Carolina, Spartanburg, South Carolina, in the amount of One Thousand one hundred eighty-five and 11/100's 1185.36 Dollars, payable 24 mths @ 49.39 and said debt was contractual, time of payment of an existing debt extended or further credit granted 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 premises and the sum of One Dollar and other good and valuable consideration to each of them paid, receipt of which is 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 of other instrument of agreement having the effect of a lien or encumbrance upon or conveyance of real estate or interest in real estate now owned by the aforesaid or any of them:

(2) The property referred to by this agreement is described as follows:

Beginning on an iron pin in center of road 700 feet Sputh of the Southeast corner of Old Oak Grove School House tract and running South with the center of the road 210 feet to an iron pin; having an even width of 210 feet and extending back 210 feet, containing approximately one(1)acre. This is all of the same property conveyed to Crowley Pittman by deed of Erselle Pittman dated August 8, 1974 and recored in RMC Office for Greenville, County in Book 1004 at page 722.

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S. TANKERSLEY

(3) 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 conditioned upon payment in full not later than thirty days after the date in writing was made for execution and delivery of the mortgage.

(4) 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.

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

IN WITNESS WHEREOF, I (we) have caused these presents to be executed, sealed and delivered this 12<sup>th</sup> day of September, 1978.

IN THE PRESENCE OF:

Lisa Saxton  
Judy Jenkins

x Robert Campbell (SEAL)  
x Brenda Campbell (SEAL)  
\_\_\_\_ (SEAL)

STATE OF SOUTH CAROLINA

COUNTY OF

Spartanburg

PERSONALLY appeared before me Judy Jenkins who being first duly sworn, made oath that he saw the within named Robert + Brenda Campbell sign, seal and as them set out deed deliver the within written agreement, and that Lisa Saxton he with Lisa Saxton witnessed the execution thereof.

SWORN to before me this 7<sup>th</sup> day of September, 1978.

J. B. Osnell  
NOTARY PUBLIC FOR SOUTH CAROLINA

RECORDED 'SEP 12 1978 at 10:00 A.M.

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