



LEGAL INSTRUMENT

BOOK 1143 PAGE 681

In consideration of such sums and indebtedness as shall be made by or become due to The Palmetto Bank (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such sums and indebtedness have been paid in full, or until twenty-one (21) days after the date of the last maturity of the indebtedness, whichever first occurs, the undersigned, jointly and severally, do hereby 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, or any lease, estate or funds held under contract agreement relating to said property; and

3. The property referred to by this agreement is described as follows:
All that certain, piece, parcel or lot of land in the County of Greenville, State of South Carolina in the City of Simpsonville on the north side of East Georgia Road and being known and designated as property of John Render Caines and Linda J. Caines, as shown on plat thereof made by Freeland and Associates dated July 22, 1980, recorded in the RMC Office for Greenville County, S. C. in Plat Book 1129 at page 760 and having according to said plat the following notes and bounds, to-wit:

That if default be made in the performance of any of the terms hereof, or if default be made in any payment of principal or interest, or any other debt or obligation due by the undersigned to the Bank, or if any of said debts or obligations be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or obligations then remaining unpaid to Bank to be due and payable forthwith.

4. That if default be made in the performance of any of the terms hereof, or if any of said debts or obligations be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or obligations then remaining unpaid to Bank to be due and payable forthwith.

5. That the 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.

6. Upon payment of all indebtedness of the undersigned to Bank this agreement shall be and become void and of no effect, and upon then it shall apply to and bind the undersigned, their heirs, legal representatives, administrators, executors, successors and assigns, and shall 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, effect and contents of this agreement and any person may and is hereby authorized to rely thereon.

Witness my hand and seal this 4th day of March, 1981, at Simpsonville, South Carolina.
[Signature] (L.S.)
[Signature] (L.S.)
201981

State of South Carolina
County of _____
Personally appeared before me *[Signature]* Notary Public for said County, South Carolina, who being duly sworn, depose and say that he is the within named *[Signature]* (Notary)
and that he knows the within written instrument of writing and that he signed with *[Signature]* (Witness)

Subscribed and sworn to before me
On this 4th day of March, 1981, at Simpsonville, South Carolina.
[Signature]
Notary Public, State of South Carolina
My Commission expires _____

1981 MAR 4 1981 at 2:00 P.M.

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