

application or Loan, except as permitted in writing by Lender. Borrower hereby certifies to Lender that: The names of all attorneys, accountants, appraisers, agents, and all other parties (whether individuals, partnerships, associations or corporations), engaged by or on behalf of Borrower (whether on a salary, retainer or fee or other basis and regardless of the amount of compensation) for the purpose of rendering professional or other services to Borrower in connection with the application of Borrower for the Loan, or with the making of the Loan or for the purpose of expediting said application or the Loan; and all fees or other charges or compensation paid or to be paid therefor, whether in money, property, services or otherwise, by or for the account of Borrower, together with a description of such services rendered, or to be rendered, are set forth in the application for the Loan and no such attorney, accountant, appraiser, agent or other party has been engaged by or on behalf of Borrower for the purposes, or any of them, referred to in this paragraph, since the date of said application except the following: (if none, so state)

Name and Address (include ZIP Code)	Description of Services	Total Fees or Other Compensation To Be Paid	Total Fees or Other Compensation Already Paid
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9. Borrower will not, without the prior written consent of Lender and SBA create, assume or otherwise suffer to exist any mortgage, pledge or other incumbrance upon any of the real or tangible personal property of the Undersigned, whether now owned or hereafter acquired, except (a) liens for taxes or other governmental charges not delinquent or being contested in good faith, or (b) purchase money liens upon property acquired after the date of the Note, and other liens upon such property at the time of the acquisition thereof.

10. Other provisions:

Herbert B. Drake, Jr. and John F. Ruth agree to give negative pledges on their personal residences and agree not to encumber or transfer ownership during the life of this loan without Bank/SBA approval. This pledge will be recorded in the appropriate records of courthouse.

Seline D. Ruth, in consideration of the loan to Smith-Drake Company, Inc., as guarantor, does hereby agree to give negative pledges on her personal residence, 635 McDaniel Avenue, Greenville, S. C., and agrees not to encumber or transfer ownership during the life of this loan without Bank/SBA approval.

11. Parties Affected.—This Agreement shall be binding upon Borrower and Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

IN WITNESS WHEREOF, Borrower has executed or caused to be duly executed this Agreement and has affixed or caused to be duly affixed hereto Borrower's seal, on this 26th day of January, 1973



John F. Ruth
Secretary

SMITH-DRAKE COMPANY, INC.

H. B. Drake, Jr.
President-Individually

IN THE PRESENCE OF:

Robert C. Wilson, Jr.

Seline D. Ruth
Seline D. Ruth

NOTE: Corporate applicants must execute Loan Agreement, in corporate name, by duly authorized officer, and seal must be affixed and duly attested; partnership applicants must execute in firm name, together with signature of a general partner.

OFFICE OF THE FEDERAL RESERVE BANK OF GREENVILLE, SOUTH CAROLINA

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