

FILED
MAR 1 1982
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

BOOK 1163 PAGE 730
BOOK 78 PAGE 721

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, Greenville, South Carolina, in the amount of Eight Thousand Five Hundred Dollars (\$8,500.00) Dollars, payable at maturity 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:

DOU 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 any real estate or interest in real estate now owned by the aforesaid or any of them;

(2) 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 assignee, 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 demand in writing was made for execution and delivery of the mortgage.

(3) This agreement, at the option of the Bank, may be recorded in any County in South Carolina wherein an interest in real property is owned by any of the undersigned or wherein the Bank is informed 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 decree, Judgment or otherwise shall in no way affect the validity of any other portion hereof.

IN WITNESS WHEREOF, I (we) have caused these presents to be executed, sealed and delivered this 8 day of March

IN THE PRESENCE OF:
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
STATE OF SOUTH CAROLINA
COUNTY OF Greenville

PERSONALLY appeared before me Rich Walker Jr who being first duly sworn, made oath that he saw the within named Sean J. Gold sign, seal and as she act and deed deliver the within written agreement, and that he he with Ellen Kub witness of the execution thereof.

SWORN to before me this 8th day of March, 1982.
[Signature]
Notary Public for South Carolina
My Commission Expires 1/29/87

Regional Bank of S.C. 28102
Satisfied this 24 day of June, 1982.
Witness: [Signature]
Vice President
Filed
Oct 14 11 28 AM '82
Gorman, Gregory & Smith, Attorneys

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IST-354 RECORDED MAR 11 1982 at 11:00 A.M.

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