22794

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STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

WHEREAS, one or more of the undersigned is indebted to and is negotiating business with South Carolina, Greenville, herein referred to as Bank, in the amount of $ 1572.12 which is payable 36 @ 43.67 and said indebtedness, 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 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 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 and 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 affecting such recordation.

Invalidation of any portion of this Agreement by statute, Court decree, Judgement 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 excuted, sealed and delivered this 20 day of March 1973.

IN THE PRESENCE OF:

1X I Dan McCall

2- H. Perry Shupe

X Dan McCall (SEAL)

X Jeanne L. Hackett (SEAL)

(SEAL)

STATE OF SOUTH CAROLINA)
COUNTY OF Greenville)

PERSONALLY appeared before me X Dan McCall who being first duly sworn, made oath that he saw the within named ____ sign, seal and as ____ act and deed deliver the within written agreement, and that ____ he with 2- H. Perry Shupe witnessed the execution thereof.

X Dan McCall

SWORN to before me this 20th day of March, 1973.

Notary Public for South Carolina
My Commission Expires 8-10-80

PAID
RECORDING FEE
PAID $ 1.50

Bonnie S. Tinsley
Clerk

FILED
NOV 9 1973
R.M.C.

NOV 9 1973

Agreement Not To Convey or Encumber Real Estate Recorded April 4, 1973 at 11:45 A.M. #28070

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