

FILED
GREENVILLE CO. S. C.
MAR 3 11 54 AM '80
DENNIE S. TANKERSLEY
R.M.C.

1984 22580
BOOK 70 PAGE 305

STATE OF SOUTH CAROLINA)
) AGREEMENT NOT TO CONVEY OR ENCUMBER
COUNTY OF GREENVILLE) REAL ESTATE

WHEREAS, George O'Shields Builders, Inc. is indebted to The Wickes Corporation at Greenville, South Carolina, in the amount of Forty-two thousand Four Hundred Ninety-two and 45/100 (\$42,892.45) Dollars on account of goods sold and delivered by the said The Wickes Corporation to the said George O'Shields Builders, Inc. and the said George O'Shields Builders, Inc. desires to extend the time of payment of said indebtedness and to obtain further credit from the said The Wickes Corporation and the said The Wickes Corporation has agreed to extend the time of payment of the aforesaid indebtedness and may extend further credit upon the express agreement that the following undertaking be executed and delivered.

NOW THEREFORE KNOW ALL BY THESE PRESENTS, that the undersigned in consideration of the premises and the sum of One Dollar and other good and valuable consideration to it paid, receipt of which is hereby acknowledged, do hereby agree:

(1) That so long as the undersigned is indebted to said The Wickes Corporation or its assigns, in any amount, whether such obligation is incurred before or after the date hereof, and until cancellation of said indebtedness is evidenced by a formal release of this instrument, the undersigned will not make or cause to be made any mortgage, deed of trust, conveyance of other instrument or agreement having the effect of a lien or encumbrance upon or conveyance of real estate owned by the undersigned as follows:

ALL that certain piece, parcel or lot of land, with improvements thereon, in the State of South Carolina, County of Greenville, City of Mauldin, on the southern side of East Butler Avenue; being known and designated as the major portion of Lot No. 17 and a small portion of Lot No. 16, on a plat of C. A. and Jessie M. Rice Property, dated June 15, 1939, recorded in Plat Book J at page 153 in the R.M.C. Office for Greenville County, and, according to a more recent plat by Freeland and Associates, dated April 4, 1977, entitled "Property of George O'Shields Builders, Inc.", having the following metes and bounds, to-wit:

BEGINNING at an iron pin on the southern side of East Butler Avenue, which point is 355.4 feet from intersection with Highway No 276, and running thence with East Butler Avenue, S. 83-39 E. 94.2 feet to an iron pin; thence with a line through Lot No. 16, S. 9-43 W. 265.1 feet to an iron pin; thence with the line of Lots No. 24 and 23, N. 35-00 W. 140 feet to an iron pin; thence with a line through Lot No. 17, N. 11-27 E. 156.3 feet to an iron pin on the southern side of East Butler Avenue, the point of beginning.

The above-referenced property was conveyed to George O'Shields Builders, Inc. by deed of Doris F. Carter, dated May 16, 1977 and recorded in the R.M.C. Office for Greenville County in Deed Book 1056, at page 651.

(2) In the event the undersigned fails to pay any indebtedness due The Wickes Corporation, at maturity, or at maturity of any renewal or renewals of any 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 Wickes Corporation, 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

George O'Shields
MAR 21 1980

Janet D. Orr 12/12/78
Janet D. Orr 12/12/78
Janet S. Turner
Comm. Exp. 12/12/88

RECORDED MAR 21 1980 at 1:41 P.M.

GREENVILLE CO. S. C.
MAR 21 1 41 PM '80
DENNIE S. TANKERSLEY
R.M.C.

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