

APR 6 1961

21588

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter called "Bank"), to grant credit to the undersigned under a promissory note for the sum of \$ 1,065.60 dated

March 22, 1961 or to purchase from (hereinafter called "Dealer"), the promissory note of the undersigned for the sum of \$

dated and payable to Dealer, and in consideration thereof, the undersigned (hereinafter called "Borrowers"); jointly and severally agree that until said note and any extension or renewal thereof and also any and all other indebtedness of the Borrowers, or either of them, to Bank, whether joint or several, herebefore or hereafter incurred and without regard to the nature thereof, shall have been paid in full or until 21 years following the death of the last survivor of the undersigned, whichever shall occur first, (a) Borrowers will pay all taxes, assessments, dues and charges of every kind, imposed or levied, or which may be imposed or levied upon their real and personal property prior to the time when any of such taxes, assessments, dues or charges shall become delinquent, and (b) Borrowers will not, without the consent in writing of Bank first had and obtained, (1) create or permit any lien or other encumbrances (other than presently existing liens and liens securing the payment of loans and advances made to them by Bank) to exist on the following described real property, or (2) transfer, sell, hypothecate, assign or in any matter whatever dispose of the following described real property, situated in the County of Greenville, State of South Carolina.

(Description of Property)

ALL that certain piece, parcel or lot of land situate on the East side of Coventry Lane and on the North side of Dellwood Drive, in the City of Greenville, in Greenville county, South Carolina, shown as Lot No. 69 on plat of Property of Central Development Corporation, made by Dalton and Neves, Engineers, in October, 1951, recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "BB", at pages 22 and 23.

It is further agreed and understood that if default be made in the performance of any of the terms hereof, or of any instrument executed by Borrowers in connection herewith, or in the payment of any indebtedness or obligation of Borrowers now or hereafter owing to Bank, Bank may, at its election, in addition to all other remedies and rights which it may have by law, declare the entire remaining unpaid principal and interest of any such obligation or indebtedness then remaining unpaid to the Bank due and payable forthwith.

It is further agreed and understood that Bank may, in its discretion, and is hereby authorized and permitted by Borrowers to cause this instrument to be recorded at such time and in such places as Bank may, in its discretion, elect.

Barbara B. Moore  
Witness  
Lucille C. Sanders  
Witness

Carol Kay Alexander  
Carol Kay Alexander

Dated at: Greenville, S.C.  
March 22, 1961  
Date

State of South Carolina  
County of Greenville

Personally appeared before me Barbara B. Moore who, after being duly sworn, says that he saw the within named Carol Kay Alexander (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lucille C. Sanders (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 22 day of March, 1961  
C. Paul Manly  
Notary Public, State of South Carolina  
My Commission expires at the will of the Governor

Barbara B. Moore  
(Witness sign here)

Recorded April 6th, 1961, at 9:30 A.M.  
#24588

SC-75

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 9 PAGE 133 *agreement*

SATISFIED AND CANCELLED OF RECORD  
21-31 DAY OF April 1973  
Elizabeth R. Little  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 9:23 O'CLOCK A M. NO. 2882