

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 \$ Eight Hundred Twenty Eight 00/100 ~~100~~ June 29, 1959 or to purchase from Standard Home Improvement Company

(hereinafter called "Dealer"), the promissory note of the undersigned for the sum of \$28.00

dated June 29, 1960 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, heretofore 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 piece, parcel or lot of land, with the buildings and improvements thereon, situate, lying and being near the City of Greenville, in the County of Greenville, State of South Carolina, being known and designated as Lot No. 1, Plat of Property of Nona Harris Squires, as per plat thereof recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book "S", page 151, and having, according to said plat, the following metes and bounds, to wit:

BEGINNING at an iron pin at the Northwest intersection of Texas Avenue and Sumter Street, and running thence with the West side of Texas Avenue, N. 22-10 W. 65.6 feet to an iron pin at the joint corner of Lots No. 1 and 2; thence with the joint line of said lots, S. 71-00 W. 200 feet to an iron pin at the joint corner of lots No. 1, 2, 35 and 36; thence with the line of Lot No. 36, N. 71-00 W. 200 feet to an iron pin on the North side of Sumter Street; thence with the North side of said street, N. 71-00 W. 200 feet beginning to the beginning corner of the same property conveyed by deed recorded in the R.M.C. Office for Greenville County, South Carolina, in deed Volume 199, page 425.

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.

Lloyd L. Linch, Jr.
Witness
Barbara Moore
Witness

Charles L. Moss
Doris L. Moss

Dated at Greenville
July 13, 1960
Date

State of South Carolina
County of Greenville

Personally appeared before me Lloyd L. Linch, Jr. who, after being duly sworn, says that he saw the within named Charles L. Moss & Doris L. Moss sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Barbara Moore witnesses the execution thereof.

Subscribed and sworn to before me this 13 day of July 19 60
Charles Paul Manly, Jr.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Lloyd L. Linch, Jr.
(Witness sign here)

Recorded July 14, 1960 at
11:07 A. M. #1749