

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

As an inducement to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (hereinafter called "Bank"),

to purchase from STANDARD HOME IMPROVEMENT COMPANY

(hereinafter called "Dealer"), the promissory note of the undersigned for the sum of \$ 1,170.00

dated March 7, 1961 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 improvements thereon, situate, lying and being in Union Bleachery Village in the County of Greenville, South Carolina, and being more particularly described as Lot 55, as shown on a plat entitled "Subdivision For Union Bleachery, Division of Cone Mills Corporation, Greenville, S. C.", made by Piedmont Engineering Service, March, 1959, and recorded in the R. M. C. Office for Greenville County in Plat Book QQ at pages 80 and 81. According to said plat, the with-in-described lot is also known as Number 21 Brooks Street (Avenue) and fronts thereon 59.5 feet.

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 S. Moore
Witness
Linda D. Henderson
Witness

Elizabeth R. Evington
Elizabeth R. Evington
Lewis R. Evington
Lewis R. Evington

Dated at: Greenville, South Carolina
March 7, 1961
Date

State of South Carolina
County of Greenville

Personally appeared before me Barbara S. Moore who, after being duly sworn, says that he saw the within named Elizabeth R. Evington and Lewis R. Evington (Borrowers)

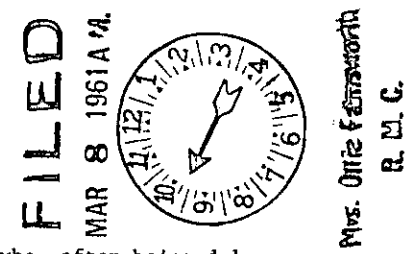
sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Linda D. Henderson witnesses the execution thereof.

Subscribed and sworn to before me this 7th day of March, 1961

C. Paul Manly Jr.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Barbara S. Moore
(Witness sign here)

Recorded March 8th, 1961 at 9:30 A.M. # 22051



SATISFIED AND CANCELLED OF RECORD
30 DAY OF Aug 1977
Donnie S. Tankersley
R. M. C. FOR GREENVILLE COUNTY S. C.
AT 12:59 O'CLOCK P. M. NO. 3982

FOR SATISFACTION TO THIS MORTGAGE SEE SATISFACTION BOOK 30 PAGE 147