

STATE OF SOUTH CAROLINA

COUNTY OF Spartanburg

FILED
OCT 21 1976
CLERK OF COURTS
SPARTANBURG, S.C.

Vol 1044 p. 159

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

WHEREAS, one or more of the undersigned is indebted to the First National Bank of South Carolina, Landrum, South Carolina, in the amount of Two Thousand, Five Hundred Twelve Dollars & Eight Cents (\$ 2,512.08) Dollars, payable for 3 yrs. at 69.78/mo. and said debt was contractual, 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 real estate or interest in real estate now owned by the aforesaid or any of them:

(2) The property referred to by this agreement is described as follows:
All that piece, parcel or lot of land in Glassy Mountain Township, County of Greenville, State of South Carolina, being shown and designated on plat of property made for Reid Plumley by J.Q. Bruce, surveyor, dated 6-27-67, see plat book XXX page 143, and having the following metes and bounds, to wit:

BEGINNING at a nail in road, corner of property now or formerly of Claude Plumley and running thence down the center of said road N. 3 E., 102 feet to a nail in said road; thence down the center of said road N. 12-42 W., 160 feet to nail in center of road; thence N. 34-13 W., 123.5 feet to old iron pin at corner of L.W. Stringer property; thence along said Stringer property N. 89 E., 504 feet to iron pin on line of J.B. Lockhart; thence along the line of the Lockhart property S. 16-20 E., 102.5 feet to old iron pin or stone; thence down the line of Claude Plumley property S. 38-51 W., 221.6 feet to a nail in surface treated road the point of beginning and containing 2.1 acres more or less. This is the same conveyed to James C. Stringer by Neviel L. Plumley et al by deed recorded in deed book 925 page 148, Greenville County R.M.C. Office

(3) 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 or in the absence of agreement the mortgage shall be conditioned upon payment in full not later than thirty days after the date in writing was made for execution and delivery of the mortgage.

(4) That Bank may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect.

Invalidation of any portion of this Agreement by Statute, Court decree, Judgement or otherwise shall in no way effect the validity of any other portion hereof.

IN WITNESS WHEREOF, I (we) have caused these presents to be executed, sealed and delivered this 18th day of October, 1976.

IN THE PRESENCE OF:
Patsy Toney (Patsy Toney) (SEAL)
Elizabeth J. Sain (Gail Atkins) (SEAL)
Elizabeth J. Sain (SEAL)

STATE OF SOUTH CAROLINA
COUNTY OF Spartanburg

PERSONALLY appeared before me Patsy Toney who being first duly sworn, made oath that she saw the within named Billy Wayne Atkins & Gail Atkins sign, seal and as their act and deed deliver the within written agreement, and that Patsy she with Elizabeth J. Sain witnessed the execution thereof.

SWORN to before me this 18th day of October, 1976.

Patsy Toney
Patsy Toney

John F. Rountree
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES Aug. 30, 1984

Recorded
OCT 21 1976
11:15 A/M

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