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

UNEREAS, one or more of the undersigned is indebted to The First Mational Bank of South Carolina, Green the south Carolina, in the amount of There ? Sugaros had maries miles, not not .. (\$ 33 42 1 60 payable 10 36 mently payable and said debt was contractual, time of payment of an emisting debt extended or further credit granted upon the express agreement that the following undertaking would be executed and delivered:

NOW THEREFORE, KNOW ALL BEH 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 acount, 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 any real estate or interest in real estate now owned by the aforesaid or any of them;
- (2) 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 wortgage 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 demand in writing was made for execution and delivery of the mortgage.
- (3) This agreement, at the option of the Bank, may be recorded in any County in South Carolina wherein an interest in real property is owned by any of the undersigned or wherein the Bank is informed or believes any such interest to be owned and the Bank is hereby authorized to add to the caption of this instrument the name of any County in this State for the purpose of affecting such recordation.

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

IN WITNESS WHEREOF, I (we) have cause sealed and delivered thisday	of, 19 <u>75</u> .	
IN THE PRESENCE OF:	s. Since	(SEAL)
Sugar Since	Lardyn Il Duitt	_(SEAL)
Elizabeth H. Hurkin		_(SEAL)
STATE OF SCUTH CAROLINA)		
COUNTY OF GREEKSINE	,	
PERSONALLY appeared before the Elicabeth Hollands who being first duly sworn, made oath that She saw the vithin named Bills & Acceler Holland sign, seal and as help act and deed deliver the within written agreement, and that She with Sugarne Sheetly witnessed the execution thereof.		
SHORN to before me this 15th day of August , 19 75.	Elizabeth H Sturke	
Hotary Public for South Carolina  Ny Commission Expires 244, 1-1988 RECORDED	AUG 27 75 At 11:30 A.M.	5 <u>0</u> 08

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