vi. 1182 ni. 790

STATE OF SOUTH CAROLINA)

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

Bank of South Carolina, Green le, South Carolina, in the amount of the 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 NEW 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 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 naturity, or at naturity 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 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 THE PRESENCE OF:	Style T. King (SEAL)
the second second second	(SEAL
	(SEAL
STATE OF SOUTH CAROLINA)	
COUNTY OF Green its)	
COUNTY OF Green IC)	
PERSONALLY appeared before the	tho being first
PERSONALLY appeared before me duly sworn, made oath that he saw t	the within named
PERSONALLY appeared before me duly sworn, made oath that he saw t	the within mamed
PERSONALLY appeared before meduly sworn, made oath that he saw t	deliver the within written agreement, and witnessed the execution there

IST-354

2 541