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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 \$ 996.30 dated March 21, 1960

and, ~~paying~~ 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, S.C., State of South Carolina. Book 561, page 61,62

(Description of Property)

All that certain piece, parcel or lot of land, situate, lying and being in Cleveland Township, Greenville County, State of South Carolina, at or near Caesar's Head, and having according to a recent survey and plat entitled "Property of H.H. Early", prepared by J.D. Calmes, Reg. Surveyor, dated August 18, 1956 (to be recorded herewith), the following metes and bounds, to-wit: BEGINNING at an iron pin on the northerly side of Sunrise Drive at the intersection of said drive with an unnamed drive; thence along the northerly side of Sunrise drive, S. 58-40 E. 78.9 feet to an old iron pin; thence N. 32-26 E. 119.5 feet an iron pin; thence N. 71-26 W. 96.11 feet to an iron pin on the easterly side of unnamed drive; thence along said drive, S. 23-59 W. 99.4 feet to an iron pin, the same being identified on above mentioned plat as Collage No. 3. 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.

Charles L. McElveen, Jr.
Witness
Billy J. Silver
Witness

Horace H. Early
Mr. Horace H. Early
Alice G. Early
Mrs. Alice G. Early

Dated at: Charleston, S. C.
March 21, 1960
Date

State of South Carolina
County of Charleston

Personally appeared before me Charles L. McElveen, Jr. who, after being duly sworn, says that he saw the within named Horace H. and Alice G. Early (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Billy J. Silver (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 21st day of March, 19 60

Charles L. McElveen, Jr.
(Witness sign here)

Notary Public, State of South Carolina
My Commission expires at the will of the Governor
Recorded March 23rd, 1960 at 9:00 A.M. #25977

For Release of Agreement Not to Encumber or Transfer Property See Book 668 Page 446