

APR 18 1961

25594

BOOK 612 PAGE 109

AGREEMENT NOT TO ENCUMBER OR TRANSFER PROPERTY

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 \$ 639.00 dated April 14, 1961

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 in Greenville Township, Greenville County, State of South Carolina, in Section known as Sans Souci, and being one-half of Lot # 10 of the Goodwin property, as shown on plat of said property recorded in the R.M.C. Office for Greenville County in Deed Book NNN at page 485, said lot fronting 70' on the West side of Wright Street, with a depth on the south side of 95' and a depth on the North side of 115', with a rear line of 70', more or less. Being the same property conveyed to Grantor by deed recorded in Deed Book 244 at page 54.

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.

Linda D. Henderson (Witness)
Lanny E. Ridgeway (Witness)

Bobby L. Howard
Lillian M. Howard

Dated at: Greenville, S.C.
April 14, 1961

State of South Carolina
County of Greenville

Personally appeared before me Linda D. Henderson (Witness) who, after being duly sworn, says that he saw the within named Bobby L. Howard and Lillian M. Howard (Borrowers) sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with Lanny E. Ridgeway (Witness) witnesses the execution thereof.

Subscribed and sworn to before me this 14 day of April, 1961
C. Paul Manly, Jr.
Notary Public, State of South Carolina
My Commission expires at the will of the Governor

Linda D. Henderson (Witness sign here)

Recorded April 18th, 1961 at 9:30 A.M. #25594