



STATE OF SOUTH CAROLINA )  
COUNTY OF SPARTANBURG )

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

WHEREAS, one or more of the undersigned is indebted to the Butte Knit Credit Union, Spartanburg, South Carolina, in the amount of Three-Thousand Seventy-Seven and 52/100 (\$ 3,077.52) Dollars, or payable in 36 months, at 97.86 per month, and said debt was contractual, time of payment of 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 Credit Union, 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:  
Recorded in Book 1048, page 407.

(3) In the event the undersigned fails to pay any indebtedness due the Credit Union, 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 Credit Union, 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 Credit Union may and is hereby authorized and permitted to cause this instrument to be recorded at such time and in such places as Credit Union, 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 8th day of June, 1973

IN THE PRESENCE OF:  
Toni Ann Ricci (SEAL)  
Paul H. Betty (SEAL)  
George Starks, Jr. (SEAL)

STATE OF SOUTH CAROLINA )  
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PERSONALLY appeared before me Toni Ann Ricci who being first duly sworn, made oath that She saw the within named George Starks, Jr. sign, seal and as HIS act and deed deliver the within written agreement, and that SHE he with Paul H. Betty witnessed the execution thereof.

SWORN to before me this 8th day of June, 1973.  
Toni Ricci

Dendra C. Shaban  
Notary Public for South Carolina  
My Commission Expires

My Commission Expires March 9, 1981

Agreement Not To Convey Or Encumber Real Estate Recorded June 18, 1973 at 2:30 P. M., #36527