1131-21

FILED
AUG 14 1980
Lucie S. Jackson
R.M.C.

STATE OF SOUTH CAROLINA

COUNTY OF Greenville

AGREEMENT NOT TO CONVEY OR ENCUMBER REAL ESTATE

WHEREAS, one or more of the undersigned is indebted to The First National Bank of South Carolina, Greenville, South Carolina, in the amount of Eight thousand thirty two and 32/100 ($8,032.32) Dollars, payable Monthly beginning 9-1-80 @ 147.34 and said debt was contractual, time 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 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 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 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 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 effecting 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 caused these presents to be executed, sealed and delivered this 30th day of July, 1980

IN THE PRESENCE OF:

Jennifer Thrift
D. M. Cell

Gail S. Hoffman (SEAL)
Gail S. Hoffman (SEAL)
Michael R. Hoffman (SEAL)
Michael R. Hoffman

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

PERSONALLY appeared before me D. M. Cell who being first duly sworn, made oath that he saw the within named Gail S. Hoffman and Michael R. Hoffman sign, seal and as their act and deed deliver the within written agreement, and that he with Jennifer Thrift witnessed the execution thereof.

D. M. Cell

SWORN to before me this 30th day of July, 1980.

Sheila C. Moore
Notary Public for South Carolina
My Commission Expires 2/5/84

RECORDED AUG 14 1980 at 1:00 P.M.

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