SEP 2 1976 PROPERTY AGREEMENT 'VOL 1042 PAGE 374 FIRST PIEDMONT BANK AND TRUST In consideration of such toans and indebtedness as shall be made by or become due to (hereinafter referred to as "Bank") to or from the undersigned, jointly or severally, and until all of such loans and indebtedness have been paid in full, or until twenty-one years following the death of the last survivor of the undersigned, whichever first occurs, the undersigned, jointly and severally, promise and agree as follows: 1. To pay, prior to becoming delinquent, all taxes, assessments, dues and charges of every kind imposed or levied upon the real property described below 2. Without the prior written consent of Bank, to refrain from creating or permitting any lien or other encumbrance (other than those presently existing) to exist on, and from transferring, selling, assigning or in any manner disposing of, the real property described below, or any interest therein 3. Hereby assign, transfer and set over to Bank, its successors and assigns, all monies now due and hereafter becoming due to the undersigned, as rental, or otherwise. and howsoever for or on account of that certain real property situated in the County of , State of South Carolina, described as follows: All that piece, parcel or lot of land, with all buildings and improvements thereon, situate, lying and being on the eastern side of Meyers Court, in the City of Greenville, Greenville County, South Carolina, being shown and designated as Lot No. 21 on a plat of PARKVALE, SECTION C, made by Dalton and Neves, dated July, 1940, recorded in the RMC Office for Greenville County, S. C., in Plat Book K, Page 54, and having according to said plat the following metes and bounds, to-wit: Beginning at a point on the eastern side of Meyers Court at the joint front corner of Lots Nos. 20 and 21 and running thence with the common line of said lot, S. 80-00E., 180 feet to the center of a branch; Thence running with the branchas a line in the northeasterly direction, 104, more or less, to a point at the joint rearcorner of Lots Nos. 21 and 22; thence with the common line of said lots, N. 82-00 W., 255 feet to a point on the eastern side of Meyers Court, S. 7-30 W., 70 feet to the point of beginning. Recorded in Deed Book 577, page 339. and hereby irrevocably authorize and direct all lessees, escrow holders and others to pay to Bank, all rent and all other monies whatsoever and whensoever becoming due to the undersigned, or any of them, and howsoever for or on account of said real property, and hereby irrevocably appoint Bank, as attorney in fact, with full power and authority, in the name of the undersigned, or in its own name, to endorse and negotiate checks, drafts and other instruments received in payment of, and to receive, receipt for and to enforce payment, by suit or otherwise, of all said rents and sums; but agrees that Bank shall have no obligation so to do, or to perform or discharge any obligation, duty or liability of the undersigned in connection therewith. 4. That if default be made in the performance of any of the terms hereof, or if any of said rental or other sums be not paid to Bank when due, Bank, at its election, may declare the entire remaining unpaid principal and interest of any obligation or indebtedness then remaining unpaid to Bank to be due and payable forthwith. 5. That Bank may and is hereby muthorized and permitted to cause this instrument to be recorded at such time and in such places as Bank, in its discretion, may elect. 6. Upon payment of all indebtedness of the undersigned to Eank this agreement shall be and become void and of no effect, and until then it shall apply to and bind the undersigned, their heirs, legatees, devisees, administrators, executors, successors and assigns, and inure to the benefit of Bank and its successors and assigns. The affidavit of any officer or department manager of Bank showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this agreement and any person may and is hereby authorized to rely thereon. State of South Carolina Personally appeared before se V JAMES T. Bladon who, after being duly sworn, says that he say the vithin named Fred C. Roller, Jr y LAROI Ann Roller sign, seal, and as their (Borrowers) act and deed deliver the within written instrument of writing, and that deponent with James T. Bladon JAMESTON

RECORDED SEP 2 '76

At 11:30 A.M.

sees the execution thereof.

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