

SATISFIED AND CANCELLED OF RECORD  
14 DAY OF Oct. 1975  
Jannie S. Janicey  
R. M. C. FOR GREENVILLE COUNTY, S. C.  
AT 3:01 O'CLOCK P. M. NO. 10024

FOR SATISFACTION TO THIS MORTGAGE SEE  
SATISFACTION BOOK 33 PAGE 663

1.25 SEP 25 1970 REAL PROPERTY AGREEMENT VOL 899 PAGE 194

In consideration of such loans and indebtedness as shall be made by or become due to THE CITIZENS AND SOUTHERN NATIONAL BANK OF SOUTH CAROLINA (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

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; and
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; and
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 Greenville, State of South Carolina, described as follows:

All that certain piece, parcel or lot of land, situate, lying and being on the northern side of Ardmore Drive in the County of Greenville, State of South Carolina, being shown and designated as Lot 141 on a plat of Section 3 of Colonia Hills recorded in the RMC office of Greenville County, South Carolina, in Plat Book BBB, at Page 91, and having according to said plat the following metes and bounds, to-wit:

Beginning at an iron pin on the north side of Ardmore Drive, joint front corner of lots 19 and 141, and running thence along the common line of said Lots N.7-29E 111.5 feet to a point, joint corner of Lots 19 and 20; thence along the common line of Lots 20 and 141 N. 4-02E. 75.4 feet to a point; thence along the line of Lot 117S. 83-06E 92 feet to a point, joint rear corner of Lots 140 and 141; thence along the common line of said Lots S. 3-49 W. 170 feet to a point on the northern side of Ardmore Drive; thence along said Ardmore Drive S. 87-02 W. 100 feet to the point of beginning.

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 authorized 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 Bank 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.

Witness Elizabeth R. Cutright x Julian E. Hegler  
Witness W.R. Rowan III x Kathleen F. Hegler

Dated at: Greenville, S.C. 9/21/70  
Date

State of South Carolina  
County of Greenville, S.C.

Personally appeared before me Elizabeth R. Cutright who, after being duly sworn, says that he saw the within named Julian E. Hegler and Kathleen F. Hegler sign, seal, and as their act and deed deliver the within written instrument of writing, and that deponent with William R. Rowan, III witnesses the execution thereof.

Subscribed and sworn to before me  
this 21 day of September, 19 70 Elizabeth R. Cutright (Witness sign here)

Patricia S. House  
Notary Public, State of South Carolina  
My Commission Expires

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Recorded September 25th, 1970 at 12:00 P.M. #7468