

MORTGAGE OF REAL ESTATE

WALKER, EVANS & COOPERWELL CO., CHARLESTON, S. C. 14506-9-13-40

MORTGAGE AND REFUNDING BOND.

THIS INDENTURE, Made and entered this 29 day of Jan. 1942, by and between W. A. Doggett, V. B. Lawrence, J. A. Campbell, as Trustees of the Judson Methodist Church, in Greenville, County of Greenville, State of S. C., of the first part and the BOARD OF CHURCH EXTENSION OF THE METHODIST EPISCOPAL CHURCH, SOUTH, of the city of Louisville, County of Jefferson, and State of Kentucky, of the second part;

WITNESSETH That, whereas, the parties of the first part do hereby represent and declare that they and their predecessors in office have acquired title to, and do now hold, the premises hereinafter described in trust, and said premises shall be held, kept, maintained and disposed of as a place of divine worship for the ministers and members of the Methodist Church, subject to the discipline, usage, and ministerial appointments of said Church, as from time to time authorized and declared by the General Conference to said Church, and the Annual Conference within whose bounds the said premises may be situated.

AND WHEREAS, the part of the second part, in consideration of the uses and purposes to which said premises are donated, as hereinbefore declared, and of the obligation of this indenture, hereinafter stated, has conditionally donated to the parties of the first part the sum of five Hundred Dollars (\$500.00) to be secured and repaid as hereinafter set out:

NOW the parties of the first part, for and in consideration of the premises, and of the sum of money so donated, and in compliance with the terms and conditions upon which the said Board of Church Extension made said donation, do, for themselves as Trustees, and for their successors in office, hereby covenant, promise and agree, to, and with the said parties of the second part that in case the property hereinafter described shall ever hereafter be aliened from the Methodist Church, or cease to be used for, or be devoted to other uses than, the uses and purposes set forth in the declaration of trust hereinbefore contained, the said parties of the first part shall and will forthwith refund to the parties of the second part, their successors and assigns, the sum of money hereinbefore stated, with interest thereon from the time of such alienation, or from the time of diversion of said property from said uses and purposes in said declaration of trust contained.

The further obligate themselves to insure and keep insured, the improvements upon said property against loss or damage by fire.

And to secure the performance of their said covenants and obligations above set forth, and in consideration of the premises,

The said Parties of the First Part have bargained and sold, and do by these presents, grant alien, and convey unto the party of the second part, the said Board of Church Extension of the Methodist Episcopal Church, South, all of the following described real estate, to-wit:-

All that certain piece, parcel or lot of land on the West side of Third Avenue, in Section No. 2 of Judson Mills Village in the County of Greenville, State of South Carolina, being known and designated as Lot No. 2, as shown on a plat of Section No. 2 of Judson Mills Village made by Dalton & Neves, Engineers, in November, 1939, which plat is recorded in the R. M. C. Office in Plat Book K, page 25, having the following metes and bounds, to-wit:

Beginning at an iron pin on the West side of Third Avenue, 138 feet South of the Southwest corner of the intersection of Third Avenue and the Easley Bridge Road, said iron pin being at the joint front corner of Lots No. 1 and 2, and running thence with the line of Lot No. 1 N. 83-53 W. 121 feet to an iron pin in the rear line of Lot No. 31; thence with the rear line of Lot No. 31, S. 6-07 W. 75 feet to an iron pin, joint corner of Lots No. 2, 3, 30 and 31; thence with the line of Lot No. 3 S. 83-53 E. 121 feet to an iron pin on the West side of Third Avenue; thence with the West side of Third Avenue N. 6-07 E. 75 feet to the beginning corner.

Subject to the reservations and restrictions as set out in Deed recorded in Deed Book 217, page 149.

ALSO:

All that certain piece, parcel or lot of land at intersection of Easley Bridge Road and Third Ave. know as Lot No. 1 of Section No. 2, of Judson Mills Village, as shown on plat in R. M. C. Office in Plat Book K, page 25 and having according to said plat, the following metes and bounds, to-wit:

Beginning at an iron pin at corner of Third Ave & Easley Bridge Road, and running along Third Ave. S. 6-07 W. 138 ft. to corner of Lot No. 2, thence N. 83-53 W. 121 ft.; thence N. 6-07 E. 71.1 ft. to iron pin on Easley Bridge Road; thence along Easley Bridge Road N. 67-12 E. 138 feet to the beginning corner.

Less 13 foot strip taken off facing Easley Bridge Road by the State Highway Department for the purpose of widening the Highway.

Subject to the reservations and restrictions as set out in Deed recorded in Deed Book 222, page 109.

See Deeds recorded in Deed Book 238, page 234 and Deed Book 222, page 109 in R. M. C. Office