Mortgagee's mailing address:

475 Riverside Drive, New York City, N. Y. 10027

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLES

WHEREAS.

MORTGAGE OF REAL ESTATE TO ALL WHOM THESE PRESENTS MAY CONCERN.

Paul P. Karns, Alton F. Copeland, Robert N. Lackey, Gary F. Caldwell, Thomas E. Wilson, T. E. Godfrey and James S. Dunlop,

as Trustees of Disciples United Methodist Church (hereinafter referred to as Mortgagor) is well and truly indebted unto Fund, a Pennsylvania corporation

The United Methodist Development

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of

One Hundred Fifty Thousand and 00/100------Dollars (\$ 150.000.00) due and payable

in accordance with the terms and conditions of Promissory Note executed simultaneously herewith.

at the rate of 10-1/2 date with interest thereon from per centum per annum, to be paid: in accordance with the terms and conditions of Promissory Note executed simultaneously herewith.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

> ALL that piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville located at the intersection of Riley Smith Road and Black Drive and containing 4.494 acres, exclusive of road rights-of-way as shown on plat entitled "Property of Mary Jane Peden" dated June 15, 1978, and having according to said plat the following metes and bounds, to-wit:

BEGINNING at an iron pin in the center of the intersection of Riley Smith Road and Black Drive and running thence along the center of Riley Smith Road N. 15-42 W. 513.91 feet to an iron pin in the center of Riley Smith Road; thence N. 61-53-30 E. 26.95 feet to an iron pin on the eastern edge of Riley Smith Road; thence N. 61-53-30 E. 437.36 feet to an iron pin at the corner of property owned by Bruce and Pauline Smith and other property of the Grantor; thence S. 4-20 E. 594.34 feet to an iron pin on the northern edge of Black Drive; thence S. 4-20 E. 25.9 feet to an iron pin in the center of Black Drive; thence along the center of Black Drive S. 73-55 W. 107.02 feet to an iron pin in the center of Black Drive; thence continuing along the center of Black Drive S. 73-05 W. 224.2 feet to the point of BEGINNING.

This being the same property conveyed to the Mortgagee herein by deed of The United Methodist Church, Greenville District dated June 30, 1980 and recorded in the RMC Office for Greenville County in Deed Book 1128 at Page 748 on July 7, 1980.

It is hereby agreed by the parties hereto that the consideration for this Mortgage is the present and future advancement of funds to the mortgagor by the mortgagee pursuant to an agreement by the parties to provide for the construction of a church on the premises described herein, and it is agreed that this Mortgage shall have the full force, and effect, and benefit of a Mortgage to secure advances of money the lien of which advances shall relate to the date of this Mortgage.

We consent to the execution of the within Mortgage.

Notest E. Stillwell

Pastor

District

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

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