MORTGAGE OF REAL ESTATE

49236 PROVENCE-JARRARD CO.—GREENVILLE

For Subordination of Lien, See R.E.M. Book 495 Page 145
" " " " R.E.M. Book 989, Page 223

MORTGAGE AND REFUNDING BOND

This Indenture, Made and entered this 13th day of September 1944 by and between J. C. Utsey, T. W. Steading, G. C. Miller, W. C. Burns, E. E. Watson and John E. Humphries as Trustees of the Triune Methodist Church, in Greenville, County of Greenville, State of South Carolina, 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 of said Church, and the Annual Conference within whose bounds the said premises may be situated.

And Whereas, the party of the second part, in consideration of the uses and purposes to which said premises are devoted, 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 One thousand DOLLARS ($1000.00) 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.

They 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 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 lot or parcel of land, situate, lying and being in the City of Greenville, County and State aforesaid on the eastern side of Rutherford Street and having a frontage of 116 ft. 6 in. on said Street and 169 ft. on Stone Avenue for Lot No. 1 and 170 ft. to an alley for Lot No. 2, and being known and designated as Lots Nos. 1 and 2 in Section "E" of the Stone Land Company's Subdivision as shown on plat recorded in the R. M. C. Office for Greenville County in Plat Book "A", pages 337 to 345, together with the present three story brick veneer building on said Lots.

To Have and to Hold unto said second party, its successors and assigns forever, with covenant of General Warranty of title to same.

This instrument is executed under authority of a resolution of the Quarterly Conference of Triune charge, in the bounds of the Upper South Carolina Annual Conference, adopted at a meeting thereof held on 13 day of September 1944.

Now, if said party of the first part, or any one of them shall repay said sum of money so donated, with interest, and insure and keep insured the improvements on said premises as aforesaid, then this indenture shall be void, else remain in full force.

Witness our hand and seals, this _____ day of _____ 19____.

T. W. Steading _____ (SEAL)
G. C. Miller Trustee _____ (SEAL)
W. C. Burns Trustee _____ (SEAL)
E. E. Watson Trustee _____ (SEAL)
John E. Humphries Trustee _____ (SEAL)
J. C. Utsey Trustee _____ (SEAL)
Trustee

Triune Methodist Church