

In Postponement of *Book 400 Page 192*
For Subordination of Lien See *R. E. M. Book 680 Page 409*

VOL 381 PAGE 182

FILED GREENVILLE CO. S. C.

Mortgage and Refunding Bond

FEB 23 4 02 PM 1948

This Indenture, Made and entered this 18 day of Feb. 1948
by and between G. C. Cloninger, H. J. Duncan and R. T. Osteen as Trustees of the

St. Mark 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 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.

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 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 of land in County of Greenville, State of South Carolina on Franklin Road in a subdivision known as the Perry estate being lot numbered (1) in Block "B" on plat of C. M. Furman to be recorded, beginning at an iron pin at the intersection of Ethelridge Avenue and an unnamed street parallel with the car line and running thence along said unnamed street parallel with car line S. 20-55 E. 75 ft. to an iron pin; thence N. 78-25 E. 150 ft. to an iron pin; thence 75 ft. to an iron pin on edge of Ethelridge Ave.; thence along Ethelridge Ave. 150 ft. to the beginning corner.

Also all that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, on Ethelridge Drive in that section of Greenville County known as Sans Souci, about two (2) miles northwest of the City of Greenville, the said lot beginning at an iron pin on the southern edge of a six foot sidewalk running along said Ethelridge Drive, at the eastern corner of lot heretofore sold to said church, thence along said sidewalk running along Ethelridge Drive, N. 77-55 E. 60 ft. to an iron pin; thence S. 12-05 100 ft. to an iron pin; thence S. 78-13 W. 193.7 ft. to an iron pin; thence N. 21-34 W. 25 ft. to an iron pin on the southern side of said church lot; thence along the line of church lot S. 78-25 E. 150 ft.; thence N. 20-25 W. 75 ft. to the beginning corner; also the strip of land between said church lot and a six foot sidewalk running along Franklin Road.

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 St. Mark charge, in the bounds of the Upper S. C. Annual Conference, adopted at a meeting thereof held on 15 day of Nov. 1947

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____
G. C. Cloninger [SEAL] TRUSTEE
H. J. Duncan [SEAL] TRUSTEE
R. T. Osteen [SEAL] TRUSTEE
St. Mark Methodist Church [SEAL] TRUSTEE

Ja Henry Witness
Katherine Layford

For Release See R. E. M. Book 400 Page 192