

MORTGAGE OF REAL ESTATE

57276 PROVENOR-LARRARD CO.-GREENVILLE

DEED of TRUST

Long Form

THIS DEED, MADE AND ENTERED INTO THIS First day of August One Thousand Nine Hundred and Thirty-seven, by and between W. C. Zerwekh, W. A. Cox, E. D. Fry and W. J. D. Long, Trustees of First Christian Church of Greenville, South Carolina, party of the first part, and N. C. Gemmer party of the second part, and BOARD OF CHURCH EXTENSION OF DISCIPLES OF CHRIST, a religious corporation of Marion County, Indiana, party of the third part,

WITNESSETH: That the parties of the first part, in consideration of the debt and trust hereinafter mentioned and created, and the sum of One Dollar to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain and sell, convey and confirm unto the said party of the second part the following described Real Estate situate in the County of Greenville, in the State of South Carolina: on the North side of Park Avenue, and on the East side of Townes Street, and being more particularly described as follows: BEGINNING at an iron pin on the north side of Park Avenue, said pin being at the southwest corner of the lot conveyed on December 18, 1923, to Lucy T. Gapen, and running thence with the west line of her lot in a northerly direction seventy-two (72') feet to the property line in the rear; thence along said property line in a westerly direction eighty-five (85') feet to an iron pin in Townes Street; thence along Townes Street in a southerly direction seventy-two (72') feet to the intersection of Park Avenue with said street; thence with said avenue in an easterly direction eighty-five (85') feet to the beginning, being the western and major portion of the lot conveyed to Gapen Restaurant Company by Louise Thomas by deed recorded in Book 73, page 117, and being the same lot conveyed by Clarence B. Gapen to Peoples State Bank of South Carolina, by deed recorded in Book 161, page 103. And possession of said premises now deliver unto said party of the second part.

TO HAVE AND TO HOLD THE SAME, with the appurtenances, unto the said party of the second part, and to his successors hereinafter designated, and to the assigns of him and his successors, forever.

IN TRUST HOWEVER, for the following purposes: WHEREAS, The said parties of the first part did on the First day of August, 1937, make and deliver to party of the first part, its promissory note, payable to the order of third party, in Indianapolis, Indiana, bearing interest at the rate of four per cent per annum, from date, interest payable semi-annually; principal payable at the rate of Twenty Dollars (\$20.00) per month with privilege of paying more whenever able to do so.

Party of the first part agrees not to sell nor transfer the above described property during the life of this instrument without consent of third party.

AND WHEREAS, Said parties of the first part agree with said party of the third part and its endorsees or assignees of said Promissory Note, and each of them, to pay on demand all taxes and assessments, general and special, now existing against said lands and improvements, and to pay when due or within the time required by law, all taxes and assessments, general or special, hereafter levied or charged thereon or therefor, and also to keep the improvements upon said land constantly and satisfactorily insured until said Note be paid, for the sum of at least Fifteen Hundred and no/100 Dollars, and the policy or policies thereof constantly assigned or pledged and delivered to party of third part for further securing the payment of said Note, with power to demand, receive and collect any and all moneys becoming payable thereunder and the same to apply toward the paying of said Note, unless otherwise paid, and also to keep said land and improvements thereon free from all statutory lien claims of every kind; and if any or either of said agreements be not performed as aforesaid, then said party of the third part, or its said endorsees or assignees or any of them, may pay such taxes and assessments or any part thereof, and may effect such insurance for said purpose, paying the cost thereof, and may also pay the final judgment for any statutory lien, including all costs; and for the repayment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of four per cent per annum, these presents shall be security in like manner with like effect as for the payment of said Note.

Now, of the said Note and the interest thereon be paid when due, and said agreement be faithfully performed as aforesaid, then these presents, including the lease hereinafter set forth shall be void, and the property hereinbefore conveyed shall be released at the cost of said parties of the first part; but if default be made in the payment of said Note or any part thereof or any of the interest thereon when due, or in the faithful performance of any or either of said agreements as aforesaid, then the whole of said Note shall become due and be paid as hereinafter provided and this deed shall remain in force, and the said party of the second part, or in case of his death, inability, refusal to act or absence from Greenville County, South Carolina, when any advertisement and sale are to be made hereunder, then, whoever shall be sherriff of Greenville County, South Carolina at the time when any such advertisement and sale are to be made (who shall thereupon for the purpose of that advertisement and sale succeed to the second party's title to said real estate and the trust herein created respecting the same, may proceed to sell the property hereinbefore described and any and every part thereof, at public vendue to the highest bidder, at the front door of the Greenville County District Court House in Greenville, in the county of Greenville aforesaid, for cash, first giving twenty days' public notice of the time, terms and

RECORDED AND INDEXED
GREENVILLE COUNTY, S. C.
AUG 11 1937
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