

STATE OF SOUTH CAROLINA,  
COUNTY OF GREENVILLE.

W A I V E R.

WHEREAS, the Board of Church Extension of the Methodist Episcopal Church, South, a corporation of the City of Louisville, State of Kentucky, did heretofore on September 10, 1931, and January 11, 1936, advance the sum of Twelve Hundred Fifty (\$1,250.00) Dollars and the sum of Three Hundred (\$300.00) Dollars, to Triune Methodist Episcopal Church, South, Greenville, South Carolina, to be used in the erection and improvement of a house of worship on its property situate at the Southeast corner of the intersection of Rutherford Street and West Stone Avenue, in the City of Greenville, known and designated as Lots Nos. 1 and 2 of Section E on plat of Stone Land Company, S. C., in Plat Book A, at pages 337-345; and

WHEREAS, in order to obtain said advances, E. B. Miller, et al, as Trustees of Triune Methodist Episcopal Church, South, and L. E. Hunt, et al, as Trustees of Triune Methodist Episcopal Church, South, entered into agreements with the Board of Church Extension of the Methodist Episcopal Church, South, which are recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 72, at page 222, and Mortgages Volume 256, at page 243, acknowledging the said loans, and further agreeing that in case the property described therein be aliened from the Triune Methodist Episcopal Church, South, or in case it should cease to use said property for the purposes set forth in the declaration of trust therein, then the said Triune Methodist Episcopal Church, South, should refund to said Board of Church Extension of the Methodist Episcopal Church, South, the sums of money advanced to said Church, with interest thereon, and that the repayment thereof should be secured by liens on the said property situate at the Southeast corner of the intersection of Rutherford Street and West Stone Avenue, in the City of Greenville, S. C.; and

Whereas, the Triune Methodist Episcopal Church, South, is obtaining a loan from Southeastern Life Insurance Company, of Greenville, S. C., in the amount of Sixteen Thousand (\$16,000.00) Dollars, the proceeds of which are to be used in refinancing the existing mortgages on the said property, and said mortgage to Southeastern Life Insurance Company will include the said property of Triune Methodist Episcopal Church, South, at the Southeast corner of West Stone Avenue and Rutherford Street, in the City of Greenville; and

WHEREAS, Southeastern Life Insurance Company is unwilling to make said loan unless the Board of Church Extension of the Methodist Episcopal Church, South, will agree to waive any right which it may now or hereafter have to a lien on said property under the provisions of the said agreements above referred to in favor of the mortgage to be executed to Southeastern Life Insurance Company in the amount of Sixteen Thousand (\$16,000.00) Dollars;

NOW, THEREFORE, in consideration of the premises and the further sum of One (\$1.00) Dollar in hand paid to the Board of Church Extension of the Methodist Episcopal Church, South, a corporation having its principal office in the City of Louisville, State of Kentucky, the said corporation does hereby waive, subordinate and release any right which it now has, or may hereafter have, to a lien on the property of Triune Methodist Episcopal Church, South, more particularly described in the loan agreements recorded in the R. M. C. Office for Greenville County, S. C., in Mortgages Volume 72, at page 222, and Mortgages Volume 256, at page 243, in favor of that mortgage to be executed by the Trustees of Triune Methodist Episcopal Church, South, for Sixteen Thousand (16,000.00) Dollars, and further agree that should any of the contingencies referred to in the said loan agreements occur that any lien or claim which the said Board of Church Extension of the Methodist Episcopal Church, South, may be entitled to on said property should be junior to the said mortgage of Southeastern Life Insurance Company hereinabove referred to; provided, however, that said loan agreements shall, as to all other persons and as to any and all other mortgages and conveyances be and remain in full force and effect.

IN WITNESS WHEREOF, the said Board of Church Extension of the Methodist Episcopal Church, South, has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto, affixed, this 28th day of August, 1939.

In the Presence of:

M. A. Rassinier  
T. W. Lamping

BOARD OF CHURCH EXTENSION OF THE  
METHODIST EPISCOPAL CHURCH, SOUTH (L..S.)  
BY: W. V. CROPPER,  
Vice-President  
R. N. ALLEN  
Assistant Secretary.

STATE OF KENTUCKY,  
COUNTY OF JEFFERSON.

PERSONALLY appeared before me M. A. Rassinier and made oath that she saw the within named W. V. Cropper, as Vice-President, and R. N. Allen, as Assistant Secretary, of the Board of Church Extension of the Methodist Episcopal Church, South, sign, seal with its corporate seal and as the act and deed of said corporation deliver the foregoing written instrument, and that she, with T. W. Lamping witnessed the execution thereof.

Sworn to before me this 28th day of August, 1939.

Grace B. Watts (L. S.)

M. A. Rassinier