

TITLE TO REAL ESTATE

*For waiver see R. E. M. Book 573 Page 417 } For subordination of Lien see
R. E. M. Book 783 Page 15.*

MORTGAGE AND REFUNDING BOND

THIS INDENTURE, MADE AND ENTERED THIS - - - 5th day of July 1947 by and between G. C. Cloninger, T. E. Morgan, H. J. Duncan as Trustees of the **St. Mark Methodist Church**, in City of 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 (\$1,000.00) 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 alienated 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 sub-division known as the Perry Estate, being Lot No. 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 the car line S. 20-55 E. 75' to an iron pin; thence N. 78-25 E. 150' to an iron pin; thence 75' to an iron pin on edge of Ethelridge Avenue; thence along Ethelridge Avenue 150' to the beginning corner."

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 and Stephenson Memorial charge, in the bounds of the ^{Greenville District} Upper South Carolina Annual Conference, adopted at a meeting thereof held on 8th day of June 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 5th day of July 1947

T. E. Morgan (SEAL)
Trustee

H. J. Duncan (SEAL)
Trustee

G. C. Cloninger (SEAL)
Trustee