

STATE OF SOUTH CAROLINA
COUNTY OF

JAN 4 4 26 PM '74
DONNIE S. TANKERSLEY
R.M.C.

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, CHRIST CHURCH, a South Carolina eleemosynary corporation,

(hereinafter referred to as Mortgagor) is well and truly indebted unto Southern Bank and Trust Company

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of Six Hundred Thousand and no/100-----

----- Dollars (\$ 600,000.00) due and payable
one (1) year from date

with interest thereon from date at the rate of / one (1) percent above prime rate per centum per annum, to be paid: semi-annually.

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville, on the northerly side of Cavalier Drive in the city of Greenville, and being known and designated as Tracts 1 and 2 on a plat of "Property of Christ Church" dated May 22, 1973 and recorded in the RMC Office for Greenville County, South Carolina in Plat Book 5C at Page 59 and Tract 1 as shown on a plat of "Property of Christ Church", dated May 17, 1972 and recorded in said RMC Office in Plat Book 4Q at Page 106 and having according to said plats the following metes and bounds:

BEGINNING at a point in the center of Cavalier Drive at the southwestern corner of the property herein described and running thence along Wenwood Properties N. 23-20 W. 1472.85 feet to a point; thence along a line of Wenwood Properties S. 86-32 E. 1256.24 feet to a point on the easterly side of a opposed road; thence along a line of Wenwood Properties S. 23-20 E. 1182.3 feet to a point in the center of Cavalier Drive; thence along the center of Cavalier Drive S. 80-30 W. 1153.51 feet to the beginning corner.

This mortgage is executed by the Senior Warden and the Secretary of Christ Church pursuant to a resolution duly adopted at a meeting of the Vestry of Christ Church held on November 12, 1973, the authority for which is found in the By-Laws of said corporation, which by-laws are authorized and stem from the authority contained in the Constitution and Canons of the Protestant Episcopal Church in the United States of America and the Constitution and Canons of the Portion of the Protestant Episcopal Church known as the Diocese of Upper South Carolina, and the further authority which is found in Section 12-758 of the Code of Laws of South Carolina, 1952, applicable to eleemosynary corporations.



Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and all of the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.

RECORDED

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