9398 PROVENCE—JARRARD CO.—GREENVILLE

MORTGAGE AND REFUNDING BOND

THIS INDENTURE, Made and entered this 4 day of January 1944 by and between J. A. Campbell, J. T. Burgess and G. R. Harris as Trustees of the Judson Methodist Church, in Greenville, County of Greenville, State of S. C., 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 (\$1000) 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 abligate themseles 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 Parthage 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 piece, parcel or lot of land situate, lying and being at the South-west corner of the intersection of Anderson Road and Honour Street, in Judson Mills Village, Greenville Township. Greenville County, South Carolina, being known and designated as a portion of lot No. 90 and an unnumbered lot adjoining same, on map of Section No. 5 of JudgenMills Village, made by Dalton & Neves, Engineers, Feb. 1940, and recorded in the R. M. C. effice for Greenville County, S. C. in Plat Book K, at pages 33 and 34, and having according to a survey made by R. E. Dalton, March 1943, the following me tes and bounds, to wit:

Beginning at an iron pin at the Southwest corner of the intersection of Anderson Road and Honour Street, and running themce with the Northwest side of Anderson Road, S. 45-37 W. 175 feet to an iron pin, thence N 51-12 W 175 feet to an iron pin, thence N 45-37 E 175 feet to an iron pin on the South side of Honour Street, thence along the South side of Honour Street, S 51-12 E 175 feet to the beginning corner.

To Have and to Hold unto said second party, its successors and assigns forever, with covenant of General "arranty of title to same.

This instrument is executed under authority of a resolution of the Quarterly Conference of Judson charge, in the bounds of the Upper S. C. Annual Conference, adopted at a meeting thereof held on July 30 day of 43, 1943.

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 4 day of Jaumary, 1944.

J. A. Henry Marian Ragsdale J. T. Burgess (SEAL)

Trustee

G. R. Harris (SEAL)

Trus tee

James A. Campbell (SRAL)

As Trustees of Judson