

DEED OF TRUST

JUN 12 4 00 PM '70
GREENVILLE CO. S. C.
OLLIE FARNSWORTH
R. H. C. BOOK 1157 PAGE 583

STATE OF South Carolina
COUNTY OF Greenville

OLLIE FARNSWORTH
R. H. C.
between Hampton Avenue Baptist

THIS INDENTURE made as of the first day of May, 1970 between Hampton Avenue Baptist Church, of Greenville, County of Greenville, State of South Carolina,

a corporation duly organized and existing under the laws of the State of South Carolina (hereinafter called "Church"), and Church Investors, Inc., of Atlanta, County of Dekalb, State of Georgia (hereinafter called "Trustee").

WITNESSETH:

WHEREAS, the Church desires to create a bonded indebtedness in the total amount of \$150,000.00; and at a duly held business meeting of the members of the Church the creation of such bonded indebtedness and sale of bonds of the Church in the aforesaid total amount, and the execution of this Deed of Trust to secure such indebtedness, were duly approved and authorized;

NOW, THEREFORE, in order to secure the payment of said bonds and the interest thereon according to the terms thereof, the Church hereby grants, bargains and sells and conveys unto the Trustee, and to any successor or successors in the trust hereby created, all of its right, title and interest in and to the property described in Exhibit A (which is attached to and made a part of this instrument), together with any and all buildings and improvements now existing or hereafter erected on said property, all furniture, furnishings, fixtures and equipment now or hereafter placed thereon, and all other rights and appurtenances belonging or in any way appertaining to said property (said property and improvements and other items mentioned being hereinafter referred to collectively as "Premises");

TO HAVE AND TO HOLD the said Premises, in trust, nevertheless, for the security and benefit of all persons who shall be, or at any time become, the registered holder or holders of the aforesaid bonds or any later series of bonds issued by the Church and secured hereby;

PROVIDED, ALWAYS, that if and when the Church, its successors or assigns, shall well and truly pay or cause to be paid the entire principal amount of all bonds secured hereby and all interest thereon, as and when the same shall become due and payable according to the terms and conditions of said bonds, then this Deed of Trust shall be void and of no further force and effect, and title to the property conveyed herein shall thereupon revert to the Church, its successors or assigns, free and clear of this Deed of Trust (for which purpose the person and/or corporation then serving as Trustee hereunder shall have this instrument satisfied of record or execute and record a quitclaim deed having the same effect).

PROVIDED FURTHER, that unless and until default shall occur in the payment of the principal or interest of said bonds, or some of them, or some parts thereof, as hereinafter provided, the Church, its successors and assigns, shall be permitted to possess, maintain and enjoy the Premises and to receive and take and use all income, rent and profits thereof.

The original issue of bonds secured by this Deed of Trust consists of a series of bonds, numbered consecutively and of even date herewith, in the total amount aforesaid, bearing interest at the rate of seven and one half per cent per annum, and maturing not later than 15 years after the date of the bonds. These bonds are issued only as registered bonds, without interest coupons; all principal and interest on each bond shall be paid to the registered holder of the bond at the main office of the corporate Trustee. The Church has obligated itself to establish and make weekly payments into a sinking fund with the Trustee as a fund for the payment and retirement of said bonds and interest thereon as and when payable. The Trustee shall not be expected or required to pay to or for the benefit of the Church or the bondholders any interest or income or other yield from or with respect to the monies at any time held by the Trustee in such sinking fund. From time to time the Trustee shall make payments from the sinking fund as follows, in the order of priority listed but only to the extent of the amount then in the sinking fund:

- (a) On any date on which interest is payable under the terms of any bond secured hereby, the Trustee shall pay all interest then accrued on such bond to the registered holder thereof;
- (b) At the maturity or earlier redemption of any bond secured hereby, the Trustee shall pay the principal of such bond plus all unpaid interest thereon, accrued to such maturity or earlier redemption, to the registered holder thereof, but only as and when such bond is presented and surrendered by the registered holder thereof or his attorney-in-fact duly authorized in writing.
- (c) On each anniversary of the bonds secured hereby, the Trustee shall pay to itself the annual fee to which it is entitled for its services, in accordance with the schedule of fees upon which the Church and the Trustee from time to time shall have agreed for such services; the Trustee shall be authorized in its discretion to withdraw its minimum annual fee in equal monthly installments, in which case the further payment on any anniversary shall be limited to such further amount as necessary, in conjunction with the monthly installments theretofore paid, to cover its actual fee for the preceding twelve-month period as determined from the fee schedule then in effect. The Church shall be responsible to the Trustee for any deficiency on the agreed fee.

If the amount in the sinking fund on any date on which the Trustee is required to make payments on bonds secured hereby is not sufficient to cover the payments due on such date, the Church shall immediately pay the deficiency to the Trustee. In the event that any excess amount should arise in the sinking fund, the Trustee shall pay such excess amount to the Church; for this purpose "excess amount" shall mean any amount (1) remaining after payment in full of all principal and interest on all outstanding bonds secured hereby, or (2) in excess of the amount necessary for such payment at maturity or earlier redemption, or (3) remaining one year after the maturity of the last maturing bond secured hereby and not disbursed because one or more bonds has not been presented for payment, or (4) held for redemption of a bond called for redemption prior to maturity but not disbursed within one year from the date specified for redemption of such bond because the bond has not been presented for payment.

If the amount in the sinking fund fifteen days prior to any date on which the Trustee is required to make payments on bonds secured hereby is not sufficient to cover the payments due on such date, the Trustee shall not make any payments of interest or principal on the bonds unless and until the Church transmits to the Trustee funds sufficient to cover all payments of principal and interest then due on the bonds; the Trustee shall give prompt written notice of any such deficiency in the sinking fund to each bondholder, explaining that until the Church makes up the deficiency the Trustee will not pay any principal or interest on the bonds. If at any time the Church fails to make its weekly payments to the Trustee for deposit to the sinking fund, the Trustee is authorized to furnish full details of the deficiency therein to any officer of Church Investors, Inc. It is contemplated that each month the Trustee will review the weekly payments which the Church has forwarded to it and will notify Church Investors, Inc. of any deficiency therein; Church Investors, Inc. will promptly contact the Church for the purpose of having the deficiency eliminated.