

PRESBYTERY OF WESTERN NORTH CAROLINA



ADDENDUM

ONE-HUNDRED TWELFTH STATED MEETING

April 25, 2017

**MONTREAT CONFERENCE CENTER
MONTREAT, NC**

Scripture is clear that Baptism is the means by which those professing belief in the Lord Jesus become members of the Church, the Body of Christ.

In the early Church, for fear of state persecution, those who were learning about the Faith (called catechumens) were dismissed from the secret services of worship before the Sacrament of the Lord's Supper was celebrated. Only after they had been thoroughly instructed and baptized and the community could be reasonably sure of their commitment to the Faith were they admitted to the full service of Word and Sacrament. And so Baptism became a normal prerequisite for participation in the Eucharist, long after there was no need of secrecy.

But there were deeper reasons than that. It was judged right that only those already in the Body of Christ should receive the Bread of Life and the Cup of Salvation of the Lord. Some felt that the Body and Blood of Christ would be profaned if received by any outside the Church who had not been instructed in the meaning of this mystery, remembering the Apostle Paul's warning about receiving Communion "in an unworthy manner."

In later centuries and up to modern times, this requirement of Baptism before Communion was really not a problem in Europe or its colonies (such as North America), since virtually all Christians had been baptized as children. Even the Protestant Reformation did not substantially change this practice. When I was young, the tradition was still: Baptism as an infant and "confirmation" in early teen years before admission to first Communion.

However, for several years our denomination has left it to parents (or guardians) to determine when their children should be baptized. Thus, in these days when the Lord's Supper is being celebrated, many congregations are faced with the fact that some of the parish's children can receive the Communion elements – but some cannot – which is not a desirable pastoral situation. And it must be remembered that in today's world, many of the unbaptized in our services are adults, who would probably expect to be invited to the Lord's table along with others in the congregation.

Also for many years there has been a well-grounded teaching that participation in the Lord's Supper not only strengthens the faith of Christians, but it also engenders that faith in others. It is felt that the Holy Spirit can use such participation by the non-baptized to awaken in them a love of the Saviour and a desire to know him more fully in both Sacraments.

Nevertheless, as our presbyteries vote on this proposed amendment, all should be aware that this would be a departure from 2,000 years of near unanimous ecumenical agreement. However, we would not be the only ones these days who would be realizing that new worship practices may now be called for. The Methodists have published that they *"have no tradition of refusing any who present themselves desiring to receive"* the Communion elements. The Lutherans have adopted this principle: *"When an unbaptized person comes to the table seeking Christ's presence and is inadvertently communed, neither that person nor the ministers of Communion need be ashamed. Rather, Christ's gift of love and mercy to all is praised."* After all, in practice, when there is a large attendance with many visitors, a pastor has no way of knowing who is baptized and who not.

It is important to note that all (including this amendment) agree that every unbaptized person participating in a Eucharist be graciously invited and strongly urged to enjoy preparation for a later joyous Baptism and frequent faithful Communion thereafter.

All church members, and particularly those authorized to vote in presbytery meetings, should carefully and prayerfully consider how this proposed change would affect the people's devotional understanding of and faithful participation in celebrations of the blessed Sacrament of the Lord's Supper.

James Aydelotte
March 2017

ADDENDUM D-5

THE PRESBYTERY OF WESTERN NORTH CAROLINA
COMMITTEE ON MINISTRY
THE REV. WHIT MALONE, CHAIR
APRIL 25, 2017

SECOND SECTION

The Book of Order provides that the Committee on Ministry may be given authority by the Presbytery to find in order calls issued by churches, to approve and present calls for service of ministers, to approve the examination of ministers transferring from other Presbyteries, required by G-11.0402 and G11.0502g, to dissolve the pastoral relationship in cases where the congregation and pastor concur, to dismiss ministers to other Presbyteries, and to approve administrative commissions to ordain/install with the provision that such actions be reported at the next stated meeting of the Presbytery. (G-11.0502h) This permission was granted to our Committee on Ministry; therefore, the following actions are to be simply admitted to the record.

XIII. APPROVED ORDINATION COMMISSION:

- A. Approve the Administrative Commission for the ordination of Lisle Gwynn Garrity on Saturday, May 13, 2017 at 2:00 p.m. at the Black Mountain Presbyterian Church.

<u>Name</u>	<u>Responsibility on Commission</u>	<u>Min./Elder</u>	<u>Church</u>
Bob Tuttle	Moderator/Preside	Minister	Retired Pastor
Pete Peery	Propound the Constitutional Questions	Minister	Retired Pastor
Mary Katherine Robinson	Propound the Constitutional Questions	Minister	Black Mountain
John LaMotte	Charge the Congregation	Minister	Retired Pastor
Katie Cashwell	Lead in Worship	Minister	Montreat Conf. Center
Joan Murchison	Lead in Worship	Elder	Asheville First
Andy Gwynn	Lead in Worship	Elder	Black Mountain
Bobbi White	Lead in Worship	Minister	PWNC
Berry French	Prayer of Ordination	Minister	Black Mountain

Guests

Shelli Latham	Preach the Sermon	Minister	Druid Hills, Atlanta
Kim Long	Charge the Minister	Minister	Columbia Seminary
Betsy Lyles	Lead in Worship	Minister	Columbia Seminary

- XIV. Delete Motion IX.A.** We are pleased that Jason Bryant continues to be a member of this Presbytery. Jason was transferred in error.

ADDENDUM REPORT FROM ADMINISTRATIVE COMMISSION FOR FIRST PRESBYTERIAN CHURCH, HENDERSONVILLE

After several years of sometimes difficult conversations, a Property Settlement Agreement (PSA) between First Presbyterian Church of Hendersonville (PCUSA) and those wishing to form a new congregation to be known as Hendersonville Presbyterian Church (EPC) has been formulated with the participation of presbytery's Administrative Commission. Both congregations have called meetings to vote on the proposal no later than Wednesday, April 26, 2017.

The AC recommends approval of the attached Property Settlement Agreement at its April 25, 2017 meeting, noting that Presbytery's concurrence will be of no effect unless and until both congregations vote to concur by the following day.

The AC recommends the following procedure for Presbytery at its April 25, 2017.

1. Receive an explanation of the legal agreement, which can be debated but not amended.
2. Hear from representatives of either congregation who wish to be heard concerning the agreement.
3. Hear from members of the AC, which shall recommend approval to Presbytery.
4. Be informed of provisions being made for those members who wish to transfer to an EPC (or other) congregation. (See final paragraph below.)

A majority of members present and voting is required for presbytery's approval of the agreement. Unless Presbytery decides otherwise, a voice vote will be taken.

Presuming an affirmative vote by the Presbytery and both congregations, as well as the completion of the conveyance of property described in the PSA, PWNC will coordinate with HPC-EPC and promptly send a communication with a return postcard to all members who were on the roll of FPC of Hendersonville as of June 13, 2013 and have not subsequently identified themselves as members of the continuing FPC of Hendersonville (PCUSA). The communication will allow each such person to indicate where they would like their membership (currently held on presbytery's rolls) transferred.

STATE OF NORTH CAROLINA

PROPERTY SETTLEMENT AGREEMENT

COUNTY OF HENDERSON

THIS PROPERTY SETTLEMENT AGREEMENT, hereinafter sometimes referred to as the “Agreement”, is made and entered into this the ____ day of April, 2017, by and among FIRST PRESBYTERIAN CHURCH, HENDERSONVILLE, NORTH CAROLINA, PRESBYTERIAN CHURCH (U.S.A.), a North Carolina non-profit corporation, (sometimes referred to as the “C Church”); THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, hereinafter sometimes referred to as the “Presbytery”, by and through the ADMINISTRATIVE COMMISSION FOR FIRST PRESBYTERIAN CHURCH, HENDERSONVILLE, NORTH CAROLINA, PRESBYTERIAN CHURCH (U.S.A.), hereinafter sometimes referred to as the “AC”; and HENDERSONVILLE PRESBYTERIAN CHURCH, INC., a North Carolina non-profit corporation, sometimes hereinafter referred to as the “D Church” or “HPC-EPC.” The designations C Church, Presbytery, AC, D Church, and HPC-EPC, as used herein, shall include said parties, their successors and assigns as required by context.

W I T N E S S E T H:

WHEREAS, the members of the C Church and the D Church were formerly congregants of First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.), a member church of the denomination known as The Presbyterian Church (U.S.A.) (sometimes hereinafter referred to as PCUSA) and governed by the denomination’s *Book of Order*, which is a part of its constitution; and

WHEREAS, the congregation of the Church voted on June 5, 2013 to seek dismissal from PCUSA, and the motion was approved by 81% of those voting, and that majority has now formed (or will cause to be formed in conjunction with this agreement) a new corporation known as the Hendersonville Presbyterian Church, Inc.; and

WHEREAS, on August 13, 2014, the Administrative Commission of the Presbytery, determined pursuant to its authority that the C Church is the true church within the meaning of Section G-4.0207 of the *Book of Order* of PCUSA, and thus is entitled to the church’s property, which determination has been upheld by the highest body of the PCUSA, the Permanent Judicial Commission of the General Assembly; and

WHEREAS, there are disputes between and among the parties regarding nominal ownership of property, both real and personal, located at 699 North Grove Street; and

WHEREAS, all of the parties hereto have agreed nevertheless to resolve all disputes regarding the church property and have therefore agreed upon the terms set forth herein; and

WHEREAS, the Presbytery has agreed to join in this agreement for the purposes of releasing the denominational trust created by Section G-4.0203 of the *Book of Order* of PCUSA and

approving the sale of the subject property, as provided by Sections G-4.0204 and G-4.0206 of the *Book of Order*;

NOW, THEREFORE, in consideration of the payment, covenants and mutual provisions stated herein, the receipt and adequacy of which the parties expressly acknowledge, the parties contract and agree as follows:

1. **Property Addressed by the Agreement.** The Agreement is intended to address and resolve all forms of real and personal property, both tangible and intangible, owned by First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.), or the unincorporated body of the same congregation, as of June 5, 2013, or in which such corporate or unincorporated entity is known to have had any interest by beneficiary designation or otherwise as of said date, and any and all claims of any nature, civil or ecclesiastical in nature, which the parties may have against the other, whether asserted or not, as of the date of this document. This section shall not affect claims covered by Section 8, "Indemnity."
2. **Personal Property Conveyed to C Church.** The D Church hereby releases, conveys, and agrees to deliver to the C Church all items of tangible personal property listed on Exhibit A hereto. All other personal property located at 699 North Grove Street shall be the property of the D Church, and the C Church hereby releases any interest therein.
3. **Church Records.** All existing church records of First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.) or the unincorporated body of the same congregation, as defined by the *Book of Order*, and including, without limitation, minutes of session, deacon, congregational, and corporate meetings, from its initial formation and affiliation with the PCUS and later PCUSA to the date of determination of true church, hereinafter sometimes referred to as the "Church Records," shall be delivered to the C Church. The D Church is encouraged to make complete copies of the Church Records before delivery.
4. **Approval of the Agreement.**
 - A. **Signing by Churches and Administrative Commission.** The Agreement must be made and signed by the D Church, C Church, and the AC. The representatives of each such party represent and warrant that he, she or they have the authority to enter into this agreement of behalf of such party and that such party has obtained all necessary approvals from corporate or ecclesiastical bodies. The D Church or HPC-EPC agrees to form a new non-profit corporation in the name "Hendersonville Presbyterian Church, Inc." Such corporation will be formed in time for execution of this agreement by the D Church. The C Church will retain the existing non-profit corporation known as the First Presbyterian Church of Hendersonville, North Carolina, Presbyterian Church (U.S.A.) and all rights associated with said existing corporation, except as otherwise provided by this Agreement.
 - B. **Presbytery Approval.** The Agreement is not binding until approved by the Presbytery, following the recommendation of the AC, and pending consideration and approval by the PCUSA congregation (the C Church) and by the D Church congregation.

The AC represents, subject to the said approvals, that the Agreement will be presented to the Presbytery for approval at its April 2017 meeting. The C Church and the D Church represent that the Agreement will be presented to their respective congregations for consideration and approval on or before April 26, 2017.

C. D Church Members May Request Presbytery to Transfer Membership to HPC-EPC. Each congregant of the D Church whose name is currently on the Presbytery roll of PCUSA members not associated with a PCUSA church within the Presbytery shall have the right and privilege to request a letter of membership transfer to the church of each such congregant's choice. It is anticipated that most, likely all, of the D Church congregants will choose to have their respective individual memberships transferred to the HPC-EPC, but each such request for transfer must be made as an individual choice.

5. Conveyance of Property, Initial Payment, and Secured Future Payments. On or before July 1, 2017, the C Church shall convey to HPC-EPC the property described in this Section as hereafter set forth in the following Subsection B. The consideration for such conveyance shall be the contemporaneous payment and obligation for future payment by HPC-EPC to the C Church of the total sum of Six Hundred Thousand Dollars (\$600,000.00), payable as hereafter set forth in the following Subsections A and C. The obligation for future payment shall be secured as hereafter set forth in the following Subsection D.

- A. Initial Payment to the Presbytery.** On or before July 1, 2017, HPC-EPC shall deliver to the C Church or its authorized Agent a cashier's check for \$100,000.00 payable to the C Church.
- B. Deed Transferring Real Property to HPC-EPC.** The C Church will execute a deed identical (other than for the insertion of the correct corporate name) to Exhibit B attached hereto and hereby incorporated by reference as if set forth herein verbatim, said deed being herein sometimes referred to as the "Deed," and deliver the Deed to HPC-EPC or its Agent. The Deed will transfer all of the real property set forth on Exhibit A (hereafter the "Real Property"), and the Presbytery shall join in the execution thereof to verify that the Real Property is transferred free from the trust clause
- C. Promissory Note for Annual Payments.** Upon payment of the initial sum of \$100,000.00 as set forth in Subparagraph A above, HPC-EPC will execute a promissory note for \$500,000.00, payable to the C Church in annual payments of \$50,000.00, due on or before July 1 of each year until paid in full, identical (other than for the insertion of the correct corporate name) to Exhibit C attached hereto and hereby incorporated by reference as if set forth herein verbatim, said promissory note being sometimes hereinafter referred to as the "Note."
- D. Deed of Trust to Secure Note.** HPC-EPC will execute a deed of trust as security for the Note, creating a first lien on the Real Property, identical (other than for the insertion of the correct corporate name) to Exhibit D attached hereto and hereby

incorporated by reference as if set forth herein verbatim, said deed of trust being hereinafter sometimes referred to as the “Deed of Trust.”

- E. Mission Support.** It is agreed that \$75,000.00 of the \$500,000.00 obligation evidenced by the Note and Deed of Trust shall be dedicated to missions to be determined solely by the C Church. Consideration will be given to continue supporting past mission recipients such as Black Mountain Home for Children, Youth & Families, Inc., and Interfaith Assistance Ministries, but such determinations shall be made in the sole discretion of the C Church.
- F. Bill of Sale Transferring Tangible Personal Property to C Church.** The D Church will execute a bill of sale identical (other than for the insertion of the correct corporate name) to Exhibit E attached hereto and hereby incorporated by reference as if set forth herein verbatim, said bill of sale being hereinafter sometimes referred to as the “Bill of Sale,” and deliver the Bill of Sale to the C Church.

6. Name. Neither HPC-EPC nor any successor shall use in any manner (including on signage, advertising, stationery, Internet sites and addresses, or other means) the name of First Presbyterian Church of Hendersonville, in order to reduce confusion between the name of the C Church, which continues to be affiliated with the Presbytery and PCUSA, and the name of the HPC-EPC.

7. Gifts Yet to be Vested. Contributions, gifts, bequests, devises, legacies, and other donated transfers to the “First Presbyterian Church of Hendersonville” or “First Presbyterian Church of Hendersonville, North Carolina” or “First Presbyterian Church of Hendersonville, North Carolina, Inc.”, the rights to which are yet to be vested, shall be allocated when it is time for the gift to be delivered or received, to either the C Church or HPC-EPC in accord with the unequivocally expressed written intent of the donor in the gift instrument or other documents directly related thereto, other than the use of the words “First Presbyterian Church of Hendersonville” or “First Presbyterian Church of Hendersonville, North Carolina” or “First Presbyterian Church of Hendersonville, North Carolina, Inc.” alone. In the event the intent of the donor cannot be so determined unequivocally from the gift instrument or other documents directly related thereto, then:

- A.** All such gifts to “First Presbyterian Church of Hendersonville” or “First Presbyterian Church of Hendersonville, North Carolina” or “First Presbyterian Church of Hendersonville, North Carolina, Inc.” by a written instrument, when the gift has been made by a former member of First Presbyterian Church of Hendersonville who becomes a member of HPC-EPC, shall belong to HPC-EPC.
- B.** All such gifts to “First Presbyterian Church of Hendersonville” or “First Presbyterian Church of Hendersonville, North Carolina” or “First Presbyterian Church of Hendersonville, North Carolina, Inc.” by a written instrument, when the gift has been made by a member of First Presbyterian Church of

Hendersonville who remains or becomes a member of the C Church after the Agreement has been approved by the Presbytery, shall belong to the C Church.

C. All other gifts shall belong to HPC-EPC.

8. Indemnity. The HPC-EPC shall indemnify and save harmless the C Church and Presbytery against and from any and all claims by or on behalf of any person, firm, or corporation arising (i) by reason of injury to person or property occurring on the Property or arising out of ministry activities of the D Church, occasioned in whole or in part by any act or omission on the part of the D Church or HPC-EPC or any officer, member, employee, agent, assignee or tenant of the D Church or HPC-EPC, (ii) by reason of any unlawful use of any of the Property, and (iii) by reason of any matter or thing growing out of the occupancy or use of the Property by HPC-EPC. Further, the HPC-EPC shall indemnify the C Church and save harmless the C Church against and from any tax liability owed to, charged by, or assessed by any government or governmental agency, including, without limitation, tax liability for matters related to employee payroll expenses or benefits. Failure to fully pay any such tax liability, together with any additional interest and penalty, by the final date for payment established by the respective government or governmental entity shall be considered a default under the terms of this Agreement. The D Church and HPC-EPC represent that they have at all times maintained liability insurance covering potential claims described in the first sentence of this paragraph and are aware of no pending or threatened claims. For its part, the C Church shall indemnify and save harmless HPC-EPC for any liability arising after June 5, 2013, caused by C Church members, staff or clergy arising out of ministry activities of the C Church or on property possessed and controlled by the C Church. The parties agree to fully cooperate in the event of any claim covered above. The indemnity provisions in this Section shall survive the closing of this transaction. The parties agree further that this Agreement shall act as a mutual release of all claims between the parties arising from any ecclesiastical matter, or for any other such claims which relate to the property and/or its control during the pendency of this dispute, including but not limited to rent, upkeep, maintenance, or insurance costs, unless otherwise expressly stated herein.

9. Entire Agreement. The Agreement constitutes the entire agreement between the parties respecting its subject matter. There are no promises, representations, conditions or obligations other than those contained or incorporated in the Agreement. The Agreement supersedes all prior communications, representations, agreements or understandings, whether verbal or written, between the parties.

10. Successors and Assigns. The designations of “C Church,” “D Church,” “HPC-EPC,” “AC,” “Presbytery,” “PCUSA,” and “EPC,” as used throughout the Agreement, shall be deemed to include said parties, their successors and assigns. Therefore, the terms and conditions of the Agreement, including, without limitation, all duties, responsibilities, obligations, covenants, and restrictions, shall inure to the benefit of such parties, successors and assigns, and such parties, successors and assigns shall be subject to and bound by the burdens thereof.

11. Additional Documents. Once the Agreement has been approved by each congregation and by the Presbytery, each of the parties shall, from time to time, at the request of the other,

execute, acknowledge and deliver to the other party any and all further instruments which may be reasonably required to give full force and effect to the provisions of the Agreement.

12. Independent Judgment and Voluntary Agreement. The undersigned parties represent that they have had the opportunity to seek the benefit of legal counsel to explain the contents, terms, provisions and effects of the Agreement, fully understand the provisions of the Agreement and its effects, and execute the Agreement voluntarily and wholly in reliance upon their own respective judgment.

13. Notice. Any notice required or permitted under the Agreement shall be in writing and shall be sent by prepaid registered or certified mail or overnight delivery service, addressed to the parties hereafter as follows:

- A. To the C Church (First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.): Cathy Childress, Clerk of Session, First Presbyterian Church of Hendersonville, 610 Yarborough Street, Hendersonville, NC 28739,
- B. To the Presbytery: Stated Clerk, Presbytery of Western North Carolina, 114 Silver Creek Rd., Morganton, NC 28655; and
- C. to the D Church Reps, D Church (Hendersonville Presbyterian Church) and/or HPC-EPC: Mary M. Jamieson, 699 North Grove Street, Hendersonville, NC 28739.

All notices provided herein shall be effective when actually received by a party or when attempted to be delivered as authorized above.

14. Drafting. No provision of the Agreement shall be interpreted for or against any party because that party or the legal representative of that party drafted the Agreement or drafted a particular provision of the Agreement.

15. Headings or Titles. Headings or titles shall not define, limit, extend, or interpret the scope of the Agreement or any particular provision.

16. Severability. If any provision of the Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

17. Governing Law. The Agreement shall be governed and interpreted under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be duly executed under seal, the day and year first above written.

FIRST PRESBYTERIAN CHURCH,
HENDERSONVILLE, NORTH CAROLINA,
PRESBYTERIAN CHURCH (U.S.A.)

By:

_____, Clerk of Session

THE ADMINISTRATIVE COMMISSION FOR
FIRST PRESBYTERIAN CHURCH,
HENDERSONVILLE (U.S.A.)

By:

ROBERT FORSYTHE, Chair

HENDERSONVILLE PRESBYTERIAN
CHURCH,

By:

Clerk of Session

EXHIBIT A

Personal Property Conveyed to C Church

The D Church hereby releases and conveys to the C Church all items of tangible personal property listed below:

Items	Comments
Seasonal lectern hangings in the Sanctuary	The seasonal paraments, donated by Jo Waggoner.
Circular brass Advent candle holder	Already delivered.
Narthex Banners (approximately 20)	We will transfer the banners that we believe were made by Jo Waggoner and other ladies of the church at that time. They are carefully stored by us at present. If the "C" Church wishes them we will transfer them.
<p>Children's Ministry Items:</p> <ol style="list-style-type: none"> 1. Godly Play books (3) and wooden figures that go with books 2. Coloring and Activity books 3. Assorted teaching materials and books that do not belong to the leaving members 4. Flannel board figures and board (large box) and flannel board individual stories 5. Children's chapel furniture-pews (8?), lectern, little table, wall hangings (2), battery candles, assorted other items 6. Small tables and chairs 7. Children's Bibles 8. Puppets in the pre-school SS room-these do not belong to the leaving members 9. 4 drawer bookcase-purchased by Wendy 10. CD player and some of the videos/DVDs/CDs 11. Cloth Nativity Scene 12. Plastic Nativity Scene 13. Easter materials including "egg carton" of symbols 14. Some bulletin board materials-thematic units 	<p>Several items are recognized as items given by the Henderson-Waggoners to the church, and we would honor their desire to take those to the "C" Church. Other items are more ambiguous. Some items such as "all the current puppets" include many puppets brought by Belinda Winkle; several nativity scenes have specific history or are owned by "D" Church members themselves, but we have several nativity scenes around the church, so we should be able to agree on one to please the "C" Church.</p> <p>#5. These items are now in active use by the D-Church, and therefore we would prefer to retain these items. These items were personally made by members of the D-Church. Ralph Polk and Lloyd Candell, who built most of the furnishings for the Children's Church Temple, had agreed to their going to the "C" Church, as long as they were not in use at the D-Church.</p>
A share of the fellowship hall tables	The "D" church will give six tables to seat 48-60 (depending on arrangement).

A share of the hymnals	"D" Church will turn over 100 PCUSA Hymnals (not the red non-PCUSA hymnals currently in the sanctuary).
A share of the books in the library	There may be some duplicate books, such as in the older children's "Left Behind" series that we will give to the "C" church. There are five other Bible commentary sets, so we could arrange to turn over at least one of them to the "C" Church. Also, to foster a spirit of sharing, we invite the "C" Church members to use the library as often as they wish. This offer was made to Reformation ARP members when they left and they still use our library regularly 15 years later.
Choir sheet music copies as agreed between the choir directors of each congregation.	
The Chrismon ornaments	Wendy Henderson may be able to identify these with more specificity.

The portrait of Alice McDonald will be given to her granddaughter. Members of the "C" church will arrange for the granddaughter to receive the portrait when the "D" church transfers that portrait to the "C" church representatives.

In the event that any particular item listed above is unable to be located after a reasonable search, (which may be conducted jointly by representatives of the D-Church and C-Church), the item shall lapse as part of the agreement as if it were not included. Such lapsed item shall not be deemed a breach.

EXHIBIT B

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$0.00

Parcel Identifier No.

Mail/Box to: Begley Law Firm, PA, 103 Richardson Blvd, Black Mountain, NC 28711

This instrument was prepared by: Wm. Michael Begley, Begley Law Firm, PA, a licensed North Carolina attorney.

Brief description for the Index: _____

THIS DEED made this _____ day of _____, 2017, by and between

GRANTOR	GRANTEE
First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.) and The Presbytery of Western North Carolina, Inc.	EPC-HPC Address: 699 North Grove Street Hendersonville, NC 28792

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of Hendersonville, Henderson County, North Carolina and more particularly described as follows:

See Exhibit A attached hereto entitled "Description", which is hereby incorporated by reference as if set forth herein verbatim, said property being hereinafter sometimes referred to as the "Real Property".

Said property having been previously conveyed to Grantor by instrument(s) recorded in Book 340, Page 455, and being reflected on plat(s) recorded in Map/Plat Book _____, page/slide _____.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Real Property described herein is being conveyed free and clear of any and all claims of the Grantors and the Presbyterian Church, USA, including, but not limited to, any and all claims arising from or under (1) the trust clause as set forth in Section G-4.0203 of the Book of Order of the Presbyterian Church U.S.A. and (2) the trust clause as set forth in Section 6-3 of the Book of Church Order of the Presbyterian Church in the United States, the predecessor denomination prior to merger. Any and all claims based upon the denominational trust clauses are therefore released and relinquished. Notwithstanding the foregoing, title to the Real Property is expressly made subject to the rights of the Grantor First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.) (i) as the Noteholder as set forth in a Promissory Note executed by the Grantee and (ii) as the Beneficiary set forth in a Deed of Trust executed by the Grantee as security for said Promissory Note and recorded contemporaneously with this Deed.

The Grantor, The Presbytery of Western North Carolina, Inc. , makes no further warranty, express or implied, as to title to the Real Property, but joins herein for the purpose of verifying that the Real Property is transferred free from the denominational trust clauses, as above-specified.

The Grantor, First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.), covenants with the Grantee, that said Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that said Grantor will warrant and defend the title against the lawful claims of all persons or entities whomsoever, other than the following exceptions: Easements, restrictions, rights of way of record, zoning and other governmental ordinances and regulations of the City of Hendersonville and County of Henderson and the lien of the aforesaid Deed of Trust.

The Grantee shall hold the Real Property, free of any claim of trust or other claim on the part of the Presbytery or PCUSA, and shall be entitled to make such use of the Real Property as it sees fit for purposes including, without limitation, worship, education, administration, community activities, parking, other uses similar to the manner in which the Real Property has been utilized previously, and other activities involving members of the congregation.

(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Attested by: First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.)

_____, Clerk of Session By: _____, Moderator of Session

Attested by: The Presbytery of Western North Carolina, Inc.

_____, Stated Clerk By: _____, Moderator

The Stated Clerk of The Presbytery of Western North Carolina, Inc. hereby (i) confirms that _____, Moderator, has the authority to execute this Deed on behalf of The Presbytery of Western North Carolina, Inc., and (ii) attests to the signature of the said Moderator on behalf of The Presbytery of Western North Carolina, Inc.

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, as Moderator of Session, and _____, as Clerk of Session of FIRST PRESBYTERIAN CHURCH, HENDERSONVILLE, NORTH CAROLINA, PRESBYTERIAN CHURCH (U.S.A.), personally appeared before me and acknowledged that due and voluntary execution of the foregoing instrument on behalf of said entity for the purposes therein expressed. Witness my hand and Notarial stamp or seal this the ____ day of _____, 2017.

NOTARY SEAL

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Moderator of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and acknowledged that he duly executed the foregoing instrument on behalf of said entity for the purposes therein expressed. Witness my hand and Notarial stamp or seal this the ____ day of _____, 2017.

NOTARY SEAL

Notary Public
My Commission Expires: _____

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, the undersigned Notary Public of the County and State aforesaid, certify that _____, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Stated Clerk of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the Moderator, Barbara McLean, signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this the ____ day of June, 2017.

NOTARY SEAL

Notary Public
My Commission Expires: _____

EXHIBIT A**DESCRIPTION**

BEGINNING on a stake on the west margin of Grove Street, said stake being the southeast corner of that tract of land as conveyed to Thos. D. Clarke, et al, Trustees of the Presbyterian Church, by deed from Sally Moore Rogers, et vir, et al, said deed being recorded in Deed Book 323 Page 205 in the Office of the Register of Deeds for Henderson County, North Carolina; and running thence from said beginning point with the west margin of Grove Street South 6 deg. 40' East to the north margin of Sixth Avenue at the point where it intersects the west margin of Grove Street; thence with the north margin of Sixth Avenue South 84 deg. 20' West 115.5 feet to the southeast corner of the Rosa Hemphill property as described in that deed from Nellie S. Morris, widow to Rosa E. Hemphill in Deed Book 260 Page 88 of the Henderson County Registry; and running thence with the east line of the Hemphill tract, in a northerly direction, to the southeast corner of the Presbyterian Church lot above referred to as described in Deed Book 323 Page 205; thence with the south line of said Presbyterian Church lot to the point of BEGINNING.

Being also described as that property in the City of Hendersonville bounded as follows: On the north by Seventh Avenue; on the east by Grove Street; on the south by Sixth Avenue; and on the west by King Street.

EXHIBIT C

SATISFACTION: The debt evidenced by this Note has been satisfied in full this

_____ day of _____, _____

Signed: _____

PROMISSORY NOTE

_____ Hendersonville, N.C.

\$ *****500,000.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to First Presbyterian Church, Hendersonville, North Carolina,
Presbyterian Church (U.S.A.)

_____ or order,
the principal sum of --Five Hundred Thousand and 00/100--

DOLLARS (\$ *****500,000.00), with interest from _____, at the rate of Zero

per cent (0.00 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of First Presbyterian Church, Hendersonville, North Carolina Presbyterian Church (U.S.A.)

_____ or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

In equal and consecutive annual installments of \$50,000.00, the first said installment being due and payable on the 1st day of July, 2018, and subsequent installments, being due and payable on the 1st day of July of each year thereafter until paid in full, the final installment being due and payable, if not sooner paid, on the 1st day of July, 2027.

If not sooner paid, the entire remaining indebtedness shall be due and payable on July 1, 2027

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest at the rate of Ten per cent (10.000 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given _____, and is secured by a

Deed of Trust of even date herewith

_____ which is a first lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its _____ President, attested by its

_____ Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

"EPC-HPC"

(Corporate Name)

By: _____

President

ATTEST:

_____ Secretary (Corporate Seal)

(Corporate Name)

By: _____

President

ATTEST:

_____ Secretary (Corporate Seal)

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

USE BLACK INK ONLY

NORTH CAROLINA DEED OF TRUST

SATISFACTION: The debt secured by the within Deed of Trust together with the note(s) secured thereby has been satisfied in full.

This the _____ day of _____, 20____

Signed: _____

Parcel Identifier No. _____ Verified by _____ County on the _____ day of _____, 20____
By: _____

Mail/Box to: Begley Law Firm, PA, 103 Richardson Blvd, Black Mountain, NC 28711

This instrument was prepared by: Wm. Michael Begley, Begley Law Firm, PA,

Brief description for the Index: _____

THIS DEED of TRUST made this _____ day of _____, 20____, by and between:

GRANTOR	TRUSTEE	BENEFICIARY
"EPC-HPC"	Wm. Michael Begley 103 Richardson Blvd Black Mountain, NC 28711	First Presbyterian Church, Hendersonville, North Carolina, Presbyterian Church (U.S.A.)

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor, Trustee, and Beneficiary as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, That whereas the Grantor is indebted to the Beneficiary in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$*****500,000.00), as evidenced by a Promissory Note of even date herewith, the terms of which are incorporated herein by reference. The final due date for payments of said Promissory Note, if not sooner paid, is July 1, 2027.

Page 1 of 5

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of Hendersonville, Township, Henderson County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto entitled "Description", which is hereby incorporated by reference as if set forth herein verbatim.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 1,000.00 whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements,

to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, rights of way of record, zoning and other governmental ordinances and regulations of the City of Hendersonville and County of Henderson.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

X THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and

the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bear interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

"EPC-HPC"
(Entity Name)

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

By: _____
Title: _____

(SEAL)

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of Henderson

I, the undersigned Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he is the _____ of "EPC-HPC", a North Carolina or _____ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

State of North Carolina - County of _____

I, the undersigned Notary Public of the County and State aforesaid, certify that _____

Witness my hand and Notarial stamp or seal, this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public

The foregoing Certificate(s) of _____ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

Register of Deeds for _____ County

By: _____ Deputy/Assistant - Register of Deeds

EXHIBIT A**DESCRIPTION**

BEGINNING on a stake on the west margin of Grove Street, said stake being the southeast corner of that tract of land as conveyed to Thos. D. Clarke, et al, Trustees of the Presbyterian Church, by deed from Sally Moore Rogers, et vir, et al, said deed being recorded in Deed Book 323 Page 205 in the Office of the Register of Deeds for Henderson County, North Carolina; and running thence from said beginning point with the west margin of Grove Street South 6 deg. 40' East to the north margin of Sixth Avenue at the point where it intersects the west margin of Grove Street; thence with the north margin of Sixth Avenue South 84 deg. 20' West 115.5 feet to the southeast corner of the Rosa Hemphill property as described in that deed from Nellie S. Morris, widow to Rosa E. Hemphill in Deed Book 260 Page 88 of the Henderson County Registry; and running thence with the east line of the Hemphill tract, in a northerly direction, to the southeast corner of the Presbyterian Church lot above referred to as described in Deed Book 323 Page 205; thence with the south line of said Presbyterian Church lot to the point of BEGINNING.

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