

STATE OF SOUTH CAROLINA,  
County of Greenville

THIS (DEED OF TRUST) MORTGAGE Made this First day of February, in the year 1928, by and between

of the County of Greenville State of South Carolina, hereinafter designated as First Parties; and South Carolina National Bank of Charleston and American Bank and Trust Company of Greenville, S. C.

and Union Trust Company of Maryland, a Corporation duly incorporated under the laws of the State of Maryland and having its principal place of business in the City of Baltimore, in the State of Maryland, as Trustees, and hereinafter designated as Second Parties, (said American Bank and Trust Company of Greenville, S. C., one of the Second Parties is hereinafter designated and referred to as Local Trustee and Union Trust Company of Maryland, one of the Second Parties, is hereinafter designated and referred to as Foreign Trustee).

WHEREAS the First Parties have received a certain loan of money evidenced by the notes herein described and have agreed to secure the said notes by this Mortgage and Trust.

NOW THEREFORE THIS (DEED OF TRUST) MORTGAGE WITNESSETH: That in consideration of the sum of One Dollar (\$1.00) paid to the First Parties by the Second Parties, the receipt whereof is hereby acknowledged by the said First Parties and in consideration of the acceptance of the Second Parties of the trusts hereinafter set forth, which acceptance of the Second Parties is evidenced by their authentication of the said notes, the First Parties hereby grant and convey unto the Second Parties, their survivor and successor or successors, certain real estate situated in the County of Greenville, State of South Carolina, and described as follows, that is to say:

All that certain piece, parcel or lot of land situate, lying and being in Ward 2 of the City of Greenville, State and County aforesaid on the Southwest corner of the intersection of East Earle Street and Elizabeth Street and being more particularly described according to a plat thereof prepared by C. M. Furman, Jr. on September 4<sup>th</sup>, 1925 as follows, to-wit:

Beginning at a stake at the Southwest corner of the intersection of said streets and running thence with the South side of Earle Street N. 71-20 W. 56 feet to a point; thence S. 18-30 W. 206 feet 6 inches to a stake; thence 71-20 E. 56 feet to a stake on Elizabeth Street; thence with the West side of Elizabeth Street N. 18-30 E. 206 feet 6 inches to the point of beginning.

Search and Certified at  
Record 14th day of July 1931  
J. A. Greenham # 25991  
R.M.C. for Greenville County, S.C.  
at 12:20 P.M.

For water portion see Mtg. Book 222 page 201.

TOGETHER with the buildings and improvements thereon and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same, together with all and singular the improvements, tenements, hereditaments, easements and appurtenances thereunto belonging, or in anywise appertaining, forever.

And the said First Parties covenant with the said Second Parties that the said First Parties are indefeasibly seized in fee simple of said premises and have full power and lawful right to convey the same as aforesaid, and that the same is free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, tax titles, or tax certificates, liens, assessments and encumbrances of what nature and kind soever; and the said First Parties do fully warrant the title to the said premises and will defend the same against the lawful claims of all persons whomsoever, BUT IN TRUST AND CONFIDENCE NEVERTHELESS for the following uses and purposes, to-wit:

(a) To secure to the holder or holders thereof, equally and ratably and without preference or priority the one over the other, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest, the payment of a certain promissory negotiable note of the First Parties of even date herewith in the amount of Four Thousand Three Hundred

Twenty Five  
Dollars (\$ 4,325.00), payable to the bearer thereof, the principal and interest thereof being payable in