

STATE OF SOUTH CAROLINA, }
County of Greenville }

THIS (DEED OF TRUST) MORTGAGE Made this 1st day of March, in the year 1928, by and between
Don R. Harris
of the County of Greenville of Greenville State of South
Carolina, hereinafter designated as First Parties; and The 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 the State and County aforesaid, just beyond the corporate limits of the city of Greenville, being known and designated as ~~part of~~ lot no. 65 as shown on plat recorded in the R. M. C. Office for Greenville County, in ~~State~~ Book E, at pages 25 and 25 1/2 and having, according to a survey made October 29th, 1927 by G. M. Turner, Jr., the following ³metes and bounds, to-wit:

Beginning at a point on the North side of Overbrook Circle, joint corner of lots nos 64 and 65, and running thence with the north side of Overbrook Circle, S. 73-38 E. 50 feet to an iron pin, thence continuing with said Overbrook Circle, S. 80-21 E. 40 1/2 feet to a point on the west side of a ten foot alley; thence with the west side of said alley, N. 13-13 E. 167.2 feet to a point on the South side of a fifteen foot alley; thence N. 76-47 W. 90 feet to a point joint corner of Lots nos 64 and 65; thence with the joint line of said lots, S. 13-13 W. 167.1 feet to a point on the North side of Overbrook Circle the point of beginning.

III The first parties covenant that during the continuance of this mortgage and Trust, they will pay as follows:

- one hundred sixty-nine & 50/100 (\$169.50) Dollars, September 1, 1928
- one hundred sixty-nine & 50/100 (\$169.50) Dollars, March 1, 1929
- one hundred sixty-nine & 50/100 (\$169.50) Dollars, September 1, 1929
- one hundred sixty-nine & 50/100 (\$169.50) Dollars, March 1, 1930
- Three hundred forty-four & 50/100 (\$344.50) Dollars, September 1, 1930; Three hundred thirty-nine & 25/100 (\$339.25) Dollars, March 1, 1931; Three hundred thirty-four (\$334.00) Dollars, September 1, 1931; Three hundred twenty-eight & 75/100 (\$328.75) Dollars, March 1, 1932; Two hundred ninety-eight & 50/100 (\$298.50) Dollars, September 1, 1932
- Forty-nine hundred forty-four (\$4,944.00) Dollars, March 1, 1933;

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 Fifty-six hundred fifty

Dollars (\$ 5,650.00), payable to the bearer thereof, the principal and interest thereof being payable in

25-59/69

678
344
339
334
328
298
4944
5650
7267