

STATE OF SOUTH CAROLINA,
County of Greenville

THIS (DEED OF TRUST) MORTGAGE Made this 1st day of August, in the year 1930, by and between

Lewis Barber, a single man
of the City of New York 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:

Being on the east side of Lavinia Avenue and having, according to plat made by Dalton and Sneyd Engineers March 1926, the following metes and bounds, to wit: Beginning at a stake on the East side of Lavinia Avenue, which stake is 120.7 feet north of Hennetta Street, and running thence N 66.00 E 197.5 feet, to a stake on Franklin Avenue; thence with said Franklin Avenue N 4.59 E 53 feet to an iron fence post; thence S 67.20 W 221 feet to a point at the end of a wall on Lavinia Avenue; thence with Lavinia Avenue S 21.15 E 52.5 feet to the point of beginning.

For satisfaction to R. C. this mortgage, see R. C. M. Book 286, page 218.

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Allie Janeworth
10:45
A. # 103*

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 Forty-Two Hundred

Dollars (\$ 4,200.00), payable to the bearer thereof, the principal and interest thereof being payable in

and bearing interest from date thereof at the rate of six per cent (6%) per annum payable semi-annually, and being authenticated by the certificate of the Second Parties endorsed thereon

(#13221) For Resignation of Union Trust Co. of Md. see R. C. M. Vol 249 page 265.