

STATE OF SOUTH CAROLINA, County of New York } Loan # 9442 - Zimmerman, New # 21219 - Barber

THIS (DEED OF TRUST) MORTGAGE Made this 1st day of February, in the year 1921, by and between Lewis Barber, single,

of the City of New York of New York State of South Carolina, hereinafter designated as First Parties; 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, on the Northeast corner of Hampton Avenue and Frank Street, in the City of Greenville, and having, according to a survey made January, 1928, by Dalton & Nease, Engineers, the following notes and bounds, to wit: Beginning at a point on the East side of Frank Street, which point is the point of intersection of the East side of Frank Street with the North side of Hampton Avenue, and running thence with the East side of Frank Street, N. 57 deg. 00' E. 100 feet to an iron pin; thence S. 57 deg. 40' E. 45 feet to an iron pin; thence S. 57 deg. 00' W. 100 feet to an iron pin on the North side of Hampton Avenue; thence with the North side of said Avenue, N. 57 deg. 40' W. 45 feet to the point of beginning; being the same lot of land conveyed to S. K. Zimmerman by deed of W. D. Starkman dated August 11th, 1926, and recorded in Volume 117, at page 197.

To secure to the holder or holders thereof, equally and ratably and without preference or priority of 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, or of any principal note over any other principal note, the payment of, the certain promissory negotiable notes of the First Parties of even date herewith, numbered consecutively 21219-1 and 21219-2, regarding the principal amount of Sixty-one Hundred and sixty-four and 00/100 Dollars (\$614.00) payable to the bearer thereof and bearing interest from the date thereof at the rate of six per cent (6%) per annum, payable semi-annually, the principal and interest thereof being payable in gold coin of the United States of America of the present standard of weight and fineness at the principal office of the Union Trust Company of Maryland, Baltimore, Maryland, upon presentation and surrender of the Coupons; said note numbered 21219-1 being for the principal sum of Thirty-three Hundred and 00/100 Dollars (\$330.00) maturing February 1st, 1924, and having attached thereto six Coupons hereinafter numbered from one (1) to six (6) (1-6), both inclusive, said Coupons, providing for payments of the principal of said note in amounts aggregating the total amount of said principal amount, providing for interest on the said principal note or on the amount thereof remaining unpaid; said note numbered 21219-2 being for the principal sum of Twenty-eight Hundred sixty-four and 00/100 Dollars (\$284.00) maturing February 1st, 1934, having attached thereto six Coupons of the hereinafter numbered one (1) to six (6) (1-6), both inclusive, said Coupons providing for payments of the principal of said note in amounts aggregating the total amount of said principal amount, providing for interest on the said principal note or on the amount thereof remaining unpaid.

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 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 of 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 Sixty-one Hundred and sixty-four and 00/100 Dollars (\$614.00) regarding the principal amount of

the said principal notes and the Coupons thereof annexed are hereinafter called respectively "Principal notes (First Series)" and "Coupons (First Series)", the said principal notes (First Series) being and being identical by the certificate of the Second Parties endorsed thereon