

WALKER, EVANS & COGSWELL CO., CHARLESTON, S. C. 49126

STATE OF SOUTH CAROLINA,
County of New York

Loan # 10242 - Lawton
now # 21220 - Barber

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THIS (DEED OF TRUST) MORTGAGE Made this 1st day of February, in the year 1931, by and between

Lewis Barber, single
of the City of Madison Shaine, 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 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 situated, lying and being in the State and County aforesaid, in ward Five of the City of Greenville and having, according to a survey made by Dalton & Marks, Engineers, March, 1928, the following metes and bounds to-wit: Beginning at an iron pin on the North side of Perry Avenue, which iron pin is the point of intersection of the North side of Perry Avenue with the West side of Lawton Avenue, and running thence, with the North side of said Perry Avenue, N. 72 1/4 deg. W. 92 feet to an iron pin thence N. 18 1/2 deg. E. 200 feet to an iron pin; thence S. 72 1/4 deg. E. 92 feet to an iron pin of the West side of Lawton Avenue; thence with the West side of said Avenue, S. 18 1/2 deg. W. 200 feet to the point of beginning; being the same lot of land conveyed to Edith Lawton by deed of H. H. Jones, dated September 9th, 1926, and recorded in Volume 113 at page 99.

As 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 this certain promissory negotiable note of the First Parties of even date herewith numbered consecutively 21220-1 and 21220-2, aggregating the principal amount of Seven thousand Seven Hundred Forty-nine and 00/100 Dollars (\$749.00) 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 21220-1 being for the principal sum of Five thousand One Hundred Forty-Five and 00/100 Dollars (\$5145.00) maturing February 1st, 1934, and having attached thereto six (6) Coupons being numbered from one (1) to six (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 as on the amount thereof remaining unpaid.

The said principal notes and the Coupons thereto annexed are hereinafter called respectively Principal Notes (First Series) and Coupons (First Series), the said principal notes (First Series) being authenticated by the Certificate of the Second Parties endorsed thereon.

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 _____

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

For resignation as trustee see Deed to...

Said note numbered 21220-2 being for the principal sum of One thousand Six Hundred Four and 00/100 Dollars (\$1604.00) maturing February 1st, 1934, having attached thereto six (6) Coupons being numbered one (1) to six (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 as on the amount thereof remaining unpaid.