

STATE OF SOUTH CAROLINA, County of *New York* } *New York* Loan # 9445 - Ramseyer - Now # 21354 - Barber.

THIS (DEED OF TRUST) MORTGAGE Made this *1st* day of *April*, in the year 19*31*, by and between *Lewis Barber, Single* of the *City* of *New York* State of *South Carolina*, hereinafter designated as First Parties; and *American Bank and Trust Company of Greenville, S. C.* *Madison Marine of New York, N.Y.* 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, being known and designated as Lot No. 8 of Block E. of the O. P. Mills property, and having according to a survey made January, 1928 by Dalton & Neveer, Engineers, the following metes and bounds to-wit: Beginning at a point on the north side of West Prentiss Avenue, which point is 65 feet East of the intersection of West Prentiss Avenue with the East side of Ladson Street, and running thence N 44 deg. 33' W. 180 feet to an iron pin on the South side of a 10 foot alley; thence with the South side of said alley N 45 deg. 27' E. 66 feet to an iron pin; thence S 44 deg. 33' E. 180 feet to an iron pin on the North side of West Prentiss Avenue; thence with the North side of said Avenue S. 45 deg. 27' W. 66 feet to the point of beginning.

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 endorsed thereon, the principal and interest thereon being payable in gold coin of the United States of America of the present standard of weight and fineness on or before the 1st day of April 1936, as hereinafter set forth at the principal office of the Union Trust Company of Maryland, Baltimore, Maryland, upon presentation and surrender of the coupons originally attached thereto as they may severally fall due, the said coupons representing interest and in installments of the principal thereon, the said principal note being numbered 21354, and the said coupons originally attached thereto and referring to said principal note being numbered one (1) to ten (10) (1-10) both inclusive, the said coupons providing for payments of the principal of said note in amounts aggregating the total amount of said principal note, and providing for interest in the said principal note or on the amount thereof remaining unpaid, said coupon being designated herein First Series. To said principal note are also attached certain coupons, herein and therein designated Second Series, the payment of said Second Series coupons, however, not being secured by this Deed of Trust (mortgage). Said Second Series coupons represent items of expense incurred by and compensation to the holder or holders thereof, in connection with the loan obtained by the maker hereof, and evidenced by the Principal note and Coupons, (First Series), hereinabove described.

To secure and enforce the covenants of the First Parties hereinafter referred to and to enforce the terms and conditions hereinafter referred to.

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 *Six Thousand and no/100*

Dollars (\$ *6,000.00*), payable to the bearer thereof, the principal and interest thereof being payable in

For Renunciation of Madison Marine Trustee, see Deed Book 186, page 164.

Jan 1931
GREENVILLE COUNTY, S. C.
FILED