

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

Loan No. 9544 - Smith, now 21426 - Barber

STATE OF ^{New York} SOUTH CAROLINA,
County of ^{New York} New York

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

Lewis Barber, single of the City of New York, State of New York

and American Bank and Trust Company of Greenville, S. C., 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 piece, parcel or lot of land, situate, lying and being in the State and County aforesaid and in the City of Greenville, being known and designated as Lot No. 7 and part of the property of Parkish and Lower, recorded in the R. M. C. office for Greenville County in Plat Book 7, at page 104, and having according to a survey made February 1928 by Dalton & Neves, Engineers, the following metes and bounds, to wit:

Beginning at an iron pin on the west side of Elm Street which pin is 5 1/2 feet south of the intersection of the west side of Elm Street with the south side of Olive Street, and running thence S. 65 deg. 33' W. 172.1 feet to an iron pin; thence S. 6 deg. 15' E. 65 feet to an iron pin; thence N. 63 deg. 17' E. 170.9 feet to an iron pin on the west side of Elm Street; thence with the west side of said street N. 26 deg. 15' W. 58 feet to an iron pin, the point of beginning. Being the same property conveyed by Albert S. Smith to Lewis Barber by deed dated April 18, 1931 and recorded in the office of the Reg. C. of Greenville County, South Carolina, on Sept. 16th, 1931.

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, the principal and interest thereof 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 May, 1934, 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 21426, and the said coupons originally attached thereto and referring to said principal note being numbered One (1) to six (6) (1-6) both inclusive, the said coupons providing for payments of the principal of said note in amount aggregating the total amount of said principal note, and providing for interest in the said principal note 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 thereof,

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 any way 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 Sixty-five Hundred and 20/100

Dollars (\$ 65.00), payable to the bearer thereof, the principal and interest thereof being payable in

For resignation as trustee see Deed Book 188 Page 227

indorsed by the Principal note and coupons (First Series), & numbered as aforesaid.