

STATE OF SOUTH CAROLINA, }  
County of Greenville }

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

Lewis Barber

of the City of New York State of New York

Edgar J. Hecht of New York, N.Y. 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 at the northwest corner of Lavinia Avenue, and East North Street in the City of Greenville, County of Greenville, State of South Carolina, and being more particularly designated as Lot no 5 of Rowley Place, and having according to a survey made August 1928, by Dalton & Neve, Engineers, the following metes and bounds, to-wit:

Beginning at an iron pin at the point of intersection of the north side of East North Street with west side of Lavinia Avenue and running thence with the west side of Lavinia Avenue N. 21-45 W. 180 feet to an iron pin on the south side of a 10 foot alley; thence with the south side of said alley S. 76-30 W. 60 feet to an iron pin; thence S. 21-45 E. 180 feet to an iron pin on the north side of East North Street; thence with the north side of said street N. 76-30 E. 60 feet to the point of beginning.

For Satisfaction  
See R. G. M.

RECORDED AND CANCELLED  
18 MAY 1932  
A. M. C. FOR GREENVILLE COUNTY, S. C.  
# 6623

(and bearing interest from date thereof at the rate of six (6%) per cent per annum, payable semi-annually and 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 Twelve Thousand, Five Hundred

Dollars (\$ 12,500.00), payable to the bearer thereof, the principal and interest thereof being payable in

#13221) For Resignation of Union Trust Co. of Md. See R. G. M. Vol 244 page 270