

securing the payment thereof, according to the terms of the said promissory notes and the true intent and meaning thereof; and also in consideration of the further sum of three (\$3.00) dollars to the mortgagee in hand well and truly paid by the mortgagee at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents, does grant, bargain, sell and release unto H. B. Bayliss, the mortgagee, the following described property. All that certain lot of land in the County of Greenville, near the City of Greenville, in a subdivision known as "Fair Heights", having the following metes and bounds: Beginning at a point on the western line of Brookdale Avenue, which point is distant 150 feet in a southerly direction from the intersection of the western line of Brookdale Avenue with the southern line of Hanover Street; thence N. 58-40 W. 150 feet to an iron pin; thence S. 31-20 W. 50 feet to an iron pin; thence S. 58-40 E. 150 feet to an iron pin on the western line of Brookdale Avenue; thence along the west line of Brookdale Avenue N. 31-20 E. 50 feet to the point of beginning, being designated as lot no 4 of Block 2 on a plat of "Fair Heights" property, which plat is recorded in the office of the R. M. C. for Greenville County in Plat Book "F" at page 267. It being hereby specifically represented as a part of the consideration moving to the acceptance of this mortgage that the above described premises are free from the lien of all encumbrances, except as hereinabove indicated. To have and to hold all and singular the above described property, together with the buildings and improvements on said lands, and the rights, privileges, advantages and appurtenances thereto belonging or in any wise appertaining, unto the said mortgagee, his heirs, personal representatives and assigns forever. But in trust, nevertheless for the equal private benefit and security of all and every holder of the promissory notes issued under and secured by this mortgage in accordance with the terms hereof and for the enforcement of the payment thereof, when payable, in accordance with the true intent and meaning and stipulations hereof, of said notes respectively and without preference as to lien or otherwise of any one note over any other note, so that each note issued under this mortgage shall have the same right, lien and privilege hereunder, so that the principal and interest of every note shall be equally secured hereby according to the amount of principal and interest of each note respectively. And the said mortgagor binds himself, his heirs, personal representatives and assigns to warrant and