

STATE OF SOUTH CAROLINA, }

COUNTY OF GREENVILLE.

THIS DEED, Made this... day of..., in the year 19..., by and between

and... of the... of...

State of..., Hereinafter styled "first parties," and UNION TRUST COMPANY OF MARYLAND, a body corporate, incorporated under the laws of the State of Maryland, and...

American Bank and Trust Company, of the City of Greenville, S. C., as Trustees, who are hereinafter styled "second parties."

WITNESSETH, That in consideration of a certain loan herein described, and of the sum of TEN DOLLARS (\$10.00), paid to the first parties by the second parties, the first parties hereby grant and convey unto the second parties, with covenants of general warranty, certain real estate in the... of... in the State of..., particularly described as follows, to-wit:

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 unincumbered 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 for the following uses and purposes, to-wit:

1st. To secure to the holder or holders thereof, the payment of certain promissory, negotiable notes, numbered consecutively from one (1) to... both inclusive, aggregating the principal sum of... Dollars (\$...),

and the interest coupon notes attached thereto, all made by the said...

all bearing even date herewith, and payable to bearer at the office of MORTGAGE SECURITY CORPORATION OF AMERICA, Norfolk, Virginia, or...

said note number one (1) being for the principal sum of...

These said notes to be hereinafter called Principal notes, (1st series). All of said principal notes (1st series) bear interest from date at the rate of six per cent. (6%) per annum, payable semi-annually as evidenced by coupon notes attached to said principal notes, (1st series). Said coupon notes are also made and signed by the said

and are payable to bearer at the office of said MORTGAGE SECURITY CORPORATION OF AMERICA, Norfolk, Virginia, or...

on the... day of... and the... day of..., of each year, as the interest on the principal notes (1st series) matures, and as said coupon notes severally fall due. All of said principal notes (1st series) are authenticated by the certificate of UNION TRUST COMPANY OF MARYLAND and AMERICAN BANK AND TRUST COMPANY...

Trustees, endorsed thereon. All of the principal notes (1st series) hereinabove described, together with the interest coupon notes attached thereto are secured by this indenture and are hereby made and declared to be a first lien on all the hereinabove granted, conveyed and described real estate, together with all the improvements thereon, and all rights, privileges, easements and appurtenances thereto belonging or appertaining, but without preference or priority the one over the other, and in the event of the execution and enforcements of the Trust hereby created, the said Trustees shall first, out of any Trust funds coming into their hands under and by virtue of this instrument, or by reason of any money received from any Fire and Tornado Insurance Company on account of policies of insurance to be placed with them as additional security for this debt, as hereinafter set out, pay in full to the holders and owners thereof, the full sum of the principal notes hereinabove described, and the full sum of all interest coupon notes that have matured and become due and payable, and also such fractional parts of any coupon note or notes not then due, but next payable, as represent interest at six per centum (6%) per annum on the principal note to which it or they are attached, and in the event such sum or sums of money shall not be sufficient to pay all of said principal notes (1st series), coupon notes then due, and fractional parts of coupon notes as hereinabove described, equal and ratable distribution shall be made by said Trustees among the holders of such principal notes (1st series) and coupon notes, without preferring principal over interest, or interest over principal, but in every event, the portion of the debt hereby secured represented by the principal notes (1st series) and coupon notes hereinabove mentioned and described, shall be preferred over all other notes hereinafter mentioned and described; and until all of that portion of the debt hereby secured which has been hereinabove mentioned and described, shall have been paid and satisfied, no sum or sums of money in the hands of the second parties shall be applied to the payment of any part of this debt hereinafter mentioned and described, but nothing herein contained shall be construed as preventing the second parties from paying out sums of money received from time to time from the makers of this instrument for the purpose of paying interest and notes of either the first or second class as they severally mature, but such sums of money so paid by the makers hereof shall, until default be made, be distributed in accordance with the provisions of this deed hereinafter describing how such monthly payments or payment from time to time shall be disbursed.

2nd. To secure to the holder or holders thereof, equally and ratably, and without priority or preference the one over the other, but expressly subject to the superior lien hereinabove created and subordinate to the lien of the principal notes (1st series) hereinabove described, including the coupon notes representing interest thereon and attached thereto, the payment of the sum of... Dollars, (\$...),

evidenced by... negotiable, promissory notes, numbered from one (1) to..., both inclusive, all bearing even date herewith, and all made by the said...

payable to bearer, at the office of the MORTGAGE SECURITY CORPORATION OF AMERICA, Norfolk, Virginia; said note number one (1) being for the sum of...

And the said first parties covenant that monthly, during the continuance of this trust, and not later than the... day of each month, beginning with the... day of..., 19..., they will pay the sum of... DOLLARS (\$...),

to said MORTGAGE SECURITY CORPORATION OF AMERICA, which said monthly sums when so paid, shall be at once deposited by the said Mortgage Security Corporation of America, with the UNION TRUST COMPANY OF MARYLAND, Baltimore, Maryland, to the credit of said second parties; said Mortgage Security Corporation of America shall receive all such sums paid monthly or otherwise as trust funds, in trust for the second parties, and during the time which may necessarily elapse between the time such sums are so received, and deposited in said Union Trust Company of Maryland, such sums shall be held by said Mortgage Security Corporation of America, in a separate trust account, which shall be so designated upon the records of said Mortgage Security Corporation of America. All such monthly sums so deposited to the credit of said second parties shall be applied by the said second parties, (so far as they shall be adequate therefor, it being understood

that principal notes (1st series) in the aggregate sum of... Dollars (\$...), will not be retired thereby) until default shall have occurred in the performance of one or more of the covenants and undertakings herein covenanted by said first parties to be done and performed, first, to the payment of said interest coupon notes when and as they severally mature, then to the payment of said principal notes (1st series) hereinabove first mentioned and described, and hereby created a first lien on the property conveyed; second, pro rata, without preference the one over the other, to the notes herein last secured and designated as a second and subordinate lien to the first and preferred lien, as they shall fall due and become payable. Until any such default shall occur, the Trustees may, and they are hereby directed to pay out of the sums of money received by them as hereinabove specified, such of the second mortgage or subordinate notes as may mature from time to time, but no such payment shall be made out of any money received by them for the purpose of paying the interest coupon notes, or the principal notes (1st series) hereinabove mentioned and described as a first lien under this deed of trust.

And in consideration of the premises, the first parties covenant and agree as follows:

1. So long as any part of the debt hereby secured remains unpaid: (a) to promptly pay when due, all taxes, assessments, levies and charges upon the said property hereinabove mentioned and described, and before said taxes, assessments, levies and charges are in default, to exhibit official receipts for such payments, to the second parties; (b), to keep such parts of said deeded premises or property as are liable to be destroyed or injured by fire or tornado, insured against loss by fire and tornado in some solvent Insurance Company or Companies, authorized to transact business in the State of... and approved by said second parties, to an amount equal to, or in excess of... DOLLARS (\$...),

payable in case of loss, to the Trustees under New York Standard Mortgage Clause, with contribution clause stricken out, and to deliver the policy or policies of insurance as additional security for the payment of the debt hereby secured, and where renewal policies are necessary in the performance of this covenant, to deliver such