

# 4849--Simpson, New #21054--Lewis Barber.

STATE OF ~~SOUTH CAROLINA~~ New York.  
County of New York.

THIS (DEED OF TRUST) MORTGAGE Made this 15th day of October, in the year 1930, by and between  
Lewis Barber, single

of the City & County of New York. State of South  
~~Carolina~~ hereinafter designated as First Parties; and ~~AMERICAN BANK AND TRUST COMPANY OF GREENVILLE, S. C.~~ Madison Marine, 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 lot or parcel of land situate, lying and being in Greenville County, State of South Carolina, near the City of Greenville, on the West side of Grove Road, and being known and designated as lot No. "E" on plat of property of L. C. Ashmore, November 1925, the following metes and bounds, to-wit:-

Beginning at an iron pin on the West side of Grove Road, which iron pin is 230 feet south of the Southwest corner of Grove Road and Arthur Avenue, and running thence N. 67 deg. 23' W. 108.8 feet to an iron pipe; thence S. 32 deg. 42' W. 71 feet to an iron pipe; thence S. 67 deg. 23' E. 125 feet to an iron pipe on West side of Grove Road; thence with the West side of Grove Road, N. 19 deg. 19' E. 70 feet to the beginning corner.

*Notarized and Cancelled of  
Record 25th day of Oct. 19 31  
at 3:05 P.M.  
R.M.C. for Greenville County, S.C.  
# 11217.  
Book 226, page 192.*

*For Satisfaction see City*

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 Four Thousand

Dollars (\$ 4,000.00), payable to the bearer thereof, the principal and interest thereof being payable in