

STATE OF SOUTH CAROLINA,  
County of Greenville

THIS (DEED OF TRUST) MORTGAGE Made this 15th day of August, in the year 1926, by and between

of the County of Greenville State of South Carolina, hereinafter designated as First Parties; and Geo. R. Morgan 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 successors 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 in the State and County aforesaid, near the corporate limits of the City of Greenville, on the South side of Overbrook Road, being known and designated as Lot No. 61 in the subdivision of Overbrook, a plat of which is on record in the R.M.C. Office for Greenville County, in Plat Book "E", page 252, and having according to a survey made Jan'y. 1926, by Dalton & Neves, the following metes and bounds, to-wit:

Beginning at a point on the South side of Overbrook Road, which point is the intersection of Overbrook Road and Overbrook Circle, and running thence along the South side of said Overbrook Road N. 87-40 W. 60 feet to a point; thence continuing along said road N. 89-36 W. 47.7 feet to a point, corner of Lot No. 62; thence along line of said lot S. 13-13 W. 162.5 feet to a point in line of Lot No. 66; thence along a line of said lot S. 76-47 E. 121.3 feet to a point on the West side of Overbrook Circle; thence along said Overbrook Circle N. 7-01 E. 37.5 feet to a point; thence continuing with said Street N. 12-11 E. 37.7 feet to a point; thence N. 14-24 E. 50 feet to a point; thence N. 13-23 E. 50 feet to a point; thence N. 39-53 W. 15.5 feet to a point on Overbrook Road, the point of beginning.

and the debt secured by said mortgage is hereby acknowledged by the said First Parties and the said Second Parties, their survivor and successors or successors, as being the true and lawful debt of the said First Parties, and the said Second Parties, their survivor and successors or successors, as being the true and lawful creditor of the said First Parties, and the said Second Parties, their survivor and successors or successors, and the said First Parties, their survivor and successors or successors, as being the true and lawful mortgagor of the said real estate, and the said Second Parties, their survivor and successors or successors, as being the true and lawful mortgagee of the said real estate.

TO HAVE AND TO HOLD the same, together with all and singular the improvements, tenements, hereditaments, easements and appurtenances thereunto belonging, both in law and in equity, unto the said Second Parties, their survivor and successors or successors, 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 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 NEVER THE LESS 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-one hundred

Dollars \$ 6,100.00, payable to the bearer thereof, the principal and interest thereof being payable in

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, both in law and in equity, unto the said Second Parties, their survivor and successors or successors, 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 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 NEVER THE LESS for the following uses and purposes, to-wit:

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*[Handwritten notes and signatures in cursive script, including names like 'Maryland', 'Trust', 'American Bank', 'Union Trust Company', and various dates and references to plat books and surveys.]*