

MORTGAGE OF REAL ESTATE

State of South Carolina,  
County of Greenville

THIS INDENTURE, Made this 15<sup>th</sup> day of January, 1936,

between Lewis Barber of the City of New York, County of New York, State of New York,

part of the first part, hereinafter called Grantors, whether one or more, and Union Trust Company of Maryland, Baltimore, Maryland, Edgar J. Hiett of New York City, as Trustee(s), for and the holders of the notes, hereinafter described, part of the second part, hereinafter called Trustee(s).

WITNESSETH, That the said Grantors, for and in consideration of One Dollar (\$1.00) to each of the said Grantors in hand paid by the said Trustee(s) at or before the sealing and delivery of this Deed, of the loan herein mentioned and of other valuable considerations, the receipt whereof is hereby acknowledged, do grant, bargain, sell, and convey unto the said Trustee(s), its (their) successor or successors in the trust hereby created, the following described lands and premises with all the buildings and structures now on or hereafter placed thereon, situate in the City of Greenville, County of Greenville, State of South Carolina, to-wit:

All that certain piece, parcel, or lot of land, situate, lying, and being near the city of Greenville, in the County of Greenville, State of South Carolina, on the west side of Brookdale Avenue, in the subdivision known as Fair Heights, and being known and designated as Lot No. 25, of Block A, of said subdivision, and having, according to plat made by Dalton & Neve, Engineers, April 1926, the following Metes and Bounds, to-wit: Beginning at an iron pipe on the west side of Brookdale Avenue 267.7 feet south of the Laurens Road, and running thence with Brookdale Avenue, S. 31-20 W. 150 feet to an iron pin; thence N. 58-40 W. 150 feet to an iron pin; thence N. 31-20 E. 50 feet to an iron pin; thence S. 58-40 E. 150 feet to the point of beginning on Brookdale Avenue.

For Release See R.E.M. Book 257 Page 169.

RECEIVED THE TRUSTEE OF THE MORTGAGE OF THE PROPERTY OF THE STATE OF SOUTH CAROLINA  
# 11076  
Ira A. Fresham, Sept 36

Together with all the appurtenances, improvements, tenements, hereditaments and easements thereunto belonging or in any wise appertaining, including all reversions and remainders and all fixtures now or hereafter attached to or used in connection with said premises, and all the estate, right, interest, privileges, property, claims and demands whatsoever of the Grantors, in and to said lands and premises, including all homestead and other exemption rights of the Grantors, and each of them.

TO HAVE AND TO HOLD the same and every part thereof, with all the rights and appurtenances thereto belonging unto the said Trustee(s), its (their) successor or successors forever, BUT IN TRUST, nevertheless, for the following purposes, to-wit:

1. To secure, to the holder or holders thereof, payment, in whole or in part, of a certain promissory (cognovit) negotiable note, or any extension or renewal hereof, in the principal sum of Eighteen Hundred Eighty Dollars, known as Note Number 22790 and hereafter referred to as the First Lien Note, with interest thereon at the rate of six (6%) per centum per annum, payable semi-annually as evidenced by the coupons thereto attached, numbered One to six (1 to 6) inclusive, executed by the Grantors, and countersigned for identification by the Trustee(s); said note bearing even date herewith, and payable to bearer, in gold coin of the United States of America of the present legal standard of weight and fineness, on the 15<sup>th</sup> day of January, 1936, at the office of the Greyling Realty Corporation or at such other place or places as the holder thereof may designate.

2. To secure to the holder or holders thereof, payment, in whole or in part, of a certain promissory (cognovit) negotiable note, extension or renewal thereof, in the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) known as Note Number \_\_\_\_\_, hereafter referred to as the Subordinated Lien Note and hereby expressly made subject and subordinate to the lien of the note hereinabove mentioned and designated as the First Lien Note, with an interest thereon at the rate of \_\_\_\_\_ per centum per annum, payable semi-annually, as evidenced by the coupons thereto attached numbered \_\_\_\_\_ ( \_\_\_\_\_ ) to \_\_\_\_\_ ( \_\_\_\_\_ ) inclusive, executed by the Grantors and countersigned for identification by the Trustee(s); said note bearing even date herewith, and payable to bearer, in gold coin of the United States of America of the present legal standard of weight and fineness, on the \_\_\_\_\_ day of \_\_\_\_\_, 193\_\_\_\_, at the office of \_\_\_\_\_ or at such other place or places as the holder of the first Lien Note may designate,