

Saby Gilbreath

Mortgage of Real Estate

P.
Robert Cox

The State of South Carolina To all whom these presents may

concern I Saby Gilbreath of Greenville District in the State aforesaid send greeting. Whereas I the said Saby Gilbreath in and by a certain bond or obligation bearing date the eleventh day of November A.D. One thousand eight hundred and forty one stant firmly held and bound unto Robert Cox in the sum of Three thousand Dollars conditioned for the payment of the full and just sum of One thousand and five hundred Dollars with Interest on the same from the date of said Bond to be paid on or before the eleventh day of November which will be in the year of our Lord One thousand eight hundred and forty two as in and by the said Bond and condition thereof reference being thereto and will more fully appear.

Now know all men that I the said Saby Gilbreath in consideration of the said debt and sum of money aforesaid and for the better securing the payment hereof to the said Robert Cox according to the condition of the said Bond; and also in consideration of the further sum of Three Dollars to me the said Saby Gilbreath in hand well and truly paid by the said Robert Cox at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the said Saby Gilbreath have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Robert Cox all that tract or lot of land situated in the village of Greenville in the District and State aforesaid Beginning at a Stake on the Western side of Main Street of said village at a point fifty nine and a half feet above the corner of Main and Washington Street and running thence S. 16° E. fifty nine and a half feet to the corner of Main and Washington Street thence with the line of Washington Street for hundred and twenty feet more or less to Laurens Street thence N. 16° E. with the line of Laurens Street fifty nine and one half feet to a Stake on said Street thence a strait line back to the beginning corner on Main Street being part of a lot marked as No 17 in Mr. Bell's plan of said village and formerly owned by W. T. Rowland bounded on the East by Main Street South by Washington Street West by Laurens Street and North by J. M. A. Purfous lot. Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining To have and to hold all and singular the said Premises unto the said Robert Cox and his heirs and assigns forever. And I the said Saby Gilbreath do hereby bind myself my heirs executors and Administrators to warrant and forever defend all and singular the said premises unto the said Robert Cox and his Heirs and assigns free and against me and my heirs executors Administrators and assigns and all persons who ever lawfully claiming or to claim the same or any part thereof. Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if I the said Saby Gilbreath do and shall well and truly pay or cause to be paid unto the said Robert Cox his heirs executors administrators or assigns the said debt or sum of money aforesaid with the interest thereon if any shall be due according to the true intent and meaning of the said bond and condition hereunder written then this deed of bargain and sale shall cease determine and be utterly null and void otherwise it shall remain in full force and virtue And it is agreed by and between the said parties that

to hold and enjoy the said premises until default of payment shall be made. Witness my hand and seal this the eleventh day of November in the year of our Lord one thousand eight hundred and forty one and in the sixty sixth year of the Sovereignty and Independence of the United States of America

Signed Sealed and delivered in the presence
of G. P. Townes &
Lawrence Taylor

Saby Gilbreath Seal