

S. W. Hodges  
 Sup't of Pub. Works.

State of South Carolina.  
 Mortgage.

This Indenture, made the seventeenth day of July, in the year of our Lord one thousand eight hundred and forty-four between John A. Leland, Superintendent of Public Works of the State aforesaid, of the one part, and S. W. Hodges of the other part: Whereas, The said S. W. Hodges stands indebted to the said John A. Leland, Superintendent as aforesaid by Bond for the sum of fifty-three dollars and nine cents payable in three annual instalments, with interest from the date thereof, That is to say, one third part with interest, on the seventeenth day of July, 1845, one other third part, with interest, on the seventeenth day of July, 1846, and the remaining third part, with interest, on the seventeenth day of July, 1847. Now this Indenture witnesseth, That the said S. W. Hodges, for and in consideration of the said debt or sum, payable as aforesaid, to the said John A. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, to the said John A. Leland, Superintendent as aforesaid, and also in consideration of the sum of One Dollar by him the said John A. Leland Superintendent as aforesaid to the said S. W. Hodges in hand paid at and before the sealing and delivery of these presents, do Grant, Bargain, Sell, Alien, Release, Convey and Confirm unto the said S. W. Hodges and to his Successors in Office, or Assigns, forever all that tract or parcel of land situated in Greenville District on waters of Cape Creek Branch, North fork of Saluda River, near the Stone Bridge, across said Creek containing Two hundred and twenty-one acres, more or less. Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversions and Reversions, Remainders and Remainders, Rents, Issues and Profits thereof, to have and to hold the said tract of land, with the appurtenances, unto the said John A. Leland, his successors in office, or Assigns forever.

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said S. W. Hodges his Heirs, Executors or administrators, shall well and truly pay or cause to be paid unto the said John A. Leland his Successors in Office, or Assigns, the sum of Fifty-three Dollars and nine cents according to the Bonds above mentioned, then and from thenceforth these presents shall be utterly null and void, any thing herein contained to the contrary thereof in any wise notwithstanding. And it is covenanted and agreed upon, by and between the parties to these presents, that until default shall be made in payment of the aforesaid sum, as before set forth, and the interest for the same, it shall and may be lawful to and for the said S. W. Hodges peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the premises above mentioned and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits, to his own particular use and behoof; any thing herein contained to the contrary hereof in any wise notwithstanding. In witness whereof, The said parties to these presents