

J. H. Cleveland  
Supt. 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 J. A. Leland, Superintendent of Public Works of the State aforesaid, of the one part, and James H. Cleveland, of the other part: Whereas, the said James H. Cleveland stands indebted to the said J. A. Leland, Superintendent as aforesaid by Bond for the sum of Thirty Dollars, 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 J. H. Cleveland, for and in consideration of the said debt or sum, payable as aforesaid, to the said J. A. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, to the said J. A. Leland, Superintendent as aforesaid and also in consideration of the sum of One Dollar by him the said J. A. Leland Superintendent as aforesaid to the said J. H. Cleveland 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 J. A. Leland and to his successors in office, or Assigns, forever all that tract or parcel of land situate in Greenville District on waters of Fall Creek and other branches of the Middle Fork of Saluda River, containing One Thousand Acres, more or less, said Tract was surveyed as Vacant Land for Jeremiah Cleveland on the 20<sup>th</sup> of November 1830. Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversion and Reversions, Remainder 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, for ever:

Provided always nevertheless, and it is the true intent and meaning of the Parties to these presents, that if the said James H. Cleveland 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 Thirty Dollars 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 James H. Cleveland peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the premises above granted 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 have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of  
E. Hull, D. Y. Mills, J. W. H. Griffith, J. H. Cleveland, S.S.