

read and deliver the within Deed of Mortgage, for the use and purposes therein mentioned, and that E. Hull, and S. V. Mills, with himself, were subscribing witnesses to the same.

Sworn to and subscribed before me,
this 22nd July, A. D. 1844.

W. H. Griffing

J. P. Butcher, (S. J.)

Not. Pub. of S. D. Ex. off.

Recorded for 22nd July, 1844, by Robt. McKay, R. M. C.

Original delivered to

J. H. Cleveland
To
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 John A. Leland, Superintendent of Public Works of the State aforesaid, of the one part, and J. H. Cleveland, of the other part: Whereas, the said J. H. Cleveland stands indebted to the said John A. Leland Superintendent as aforesaid by Bond for the sum of Ten Dollars and forty-five 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 James H. Cleveland, 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 J. H. Cleveland in hand paid at and before the sealing and delivery of these presents, do Grant, Bargain, Sell, Give, Release, Convey and Confirm unto the said John A. Leland, and to his Successors in office, or Assigns, forever all that tract or parcel of land situated in Granville District, in waters of Tully's Sawdam Creek branch of the North fork of Saluda River, containing one hundred and ninety acres, more or less, Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversion and Rescues, Remainder and Remainers, Rents, Issues and Profits thereof, to have, hold, 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 J. 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 Ten Dollars and forty-five cents according to the Bonds above mentioned then and from thenceforth, then hereto shall be utterly null and void, any thing herein contained to the contrary thereof in any wise notwithstanding.