

Mr E A Russell Mortgage State of South Carolina
vs
Heating S Simons Real Estate

This Indenture made the Fourth day of February in the year of our Lord one thousand eight hundred and fifty three between E A Russell of the one part and Heating S Simons of the other part and Whereas the said E A Russell stands indebted to the said Heating S Simons in the sum of one thousand and twenty dollars with interest from the third day of November 1851 by note bearing date 27 March 1852 and payable to the said Heating S Simons or bears one day after the date of the said note

Now this Indenture Witnesseth That the said E A Russell and in consideration of the said debt or sum payable as aforesaid and for the better securing the payment thereof to the said Heating S Simons according to the tenor and effect thereof and also in consideration of the sum of five dollars by the said Heating S Simons to the said E A Russell 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 Heating S Simons and to his heirs and assigns forever all that piece or tract of Land situated in the District of Greenville and State aforesaid on the head waters of Richland Creek wants of Rudy River beginning on a small white oak 34 on the road leading to the late residence of Pinckney Hawkins deceased along the old road to a white oak near the said late residence of the said Pinckney Hawkins Thence S 10 E 10.45 chains to a black oak 34 Thence S 16 E 22.75 to a chestnut 34 Thence S 22 E 26.50 to a Hickory 34 Thence due East 3.79 to a Hickory 34 Thence N 40 E across the creek 23.84 to a Park Oak 34 Thence N 46 W 7 to a Stake on the creek in the field Thence N 6 E 22.92 to the beginning containing one hundred and twenty three acres more or less being the same tract of land conveyed by Heating Simons to the said E A Russell

Together with all and singular the rights memberments appurtenances thereto belonging or in anywise appertaining and the rents and revenues remaining and accruing unto issues and profits thereof

To have and to hold the said land with the appurtenances unto the said Heating S Simons his heirs and assigns forever

Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said E A Russell or his heirs Executors or Administrators shall well and truly pay or cause to be paid unto the said Heating S Simons the sum of One thousand and Twenty Dollars with the interest thereon according to the tenor and effect of the note above mentioned then and from thenceforth these presents shall be utterly null and void anything therein contained to the contrary thereof in anywise 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 E A Russell 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 take the rents issues and profits thereof to his own particular