

...ments had, will more fully appear. Now know all men, that I the
said George Patton in consideration of the said debt and sum of money aforesaid
and for the better securing the payment thereof to the said Peter G Gerard
according to the said notes; and also, in consideration of the further sum of
Three Dollars to me the said George Patton in hand well and truly paid
by the said P G Gerard at and before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged. I the said George Patton have
granted, bargained, sold and released and by these presents do grant, bargain,
sell, and release unto the said Peter G Gerard all that piece of Land
situate in the District of Greenville and State aforesaid containing seven
acres two rods, and Twenty nine poles lying near the Village of Greenville
on the North side of the Buncombe Road being the same that the said
Peter G Gerard conveyed to me by Deed of our date herewith.

Together with all and singular the Rights, Members, Hereditaments,
and Appurtenances to the said Premises belonging, or in any wise incident
or appertaining. I have and to Hold all and singular the said Premises
unto the said Peter G Gerard his heirs and assigns forever. And
I the said George Patton do hereby bind myself my heirs, Executors
Administrators, to warrant and forever defend all and singular the
said Premises, unto the said Peter G Gerard his heirs and assigns,
from and against my heirs, Executors, Administrators assigns & all other
persons 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 George Patton do ~~not~~
shall well and truly pay or cause to be paid unto the said Peter G Gerard
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 Notes,
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 the said George
Patton is to hold and enjoy the said Premises until default of payment
shall be made. Witness our hands and seals this Twenty first day of April
in the year of our Lord one Thousand Eight Hundred and forty one and in
the Sixty fifth year of the Sovereignty and Independence of the United
States of America Signed Sealed and delivered in presence.

of the witnesses made before signing in the presence of us and with the
consent of both parties
George Patton (S) B
Peter Gerard (S) B

William Choise Jr. R B Duncan
State of South Carolina Sp. Personally appeared William
Greenville District Choise Jr before me the subscribing
Justice and made oath that he was present and saw the within
named George Patton and Peter G Gerard sign and seal the
within Mortgage for the uses and purposes within mentioned and
that R B Duncan with himself was a subscribing witness