

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 Stephen H. Poole 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.

Witnessed and delivered in the presence of  
E. Hall.  
J. B. Mills.  
W. H. Griffin.

Stephen H. Poole, 

The State of South Carolina,  
Greenwich District, Personally appeared

W. H. Griffin before me, and made oath, that he did see Stephen H. Poole sign, seal and deliver the within Deed of Mortgage, for the use and purposes therein mentioned, and that E. Hall and J. B. Mills, with himself, were subscribing witnesses to the same.

Shown to and subscribed before me,  
this 22<sup>nd</sup> July, A. D. 1844.

W. H. Griffin.

J. P. Butler,  
Not. Pub. & J. J. Ex. Off. 

Recorded for 22<sup>nd</sup> July, 1844.  
By Robt. M. Hay, Not. Pub.

Original delivered to

John F. Hightowers  
To  
Supt. of Pub. Works.

376 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. St. Leland Superintendent of Public Works of the State aforesaid, of the one part, and John F. Hightowers of the other part:

Witnesses, The said John F. Hightowers stands indebted to the said J. St. Leland, Superintendent as aforesaid by Bond for the sum of One hundred and sixty-five dollars and 59 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 witnessed, That the said John F. Hightowers, for and in consideration of the said debt or sum, payable as aforesaid, to the said J. St. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, to the said J. St. Leland, Superintendent as aforesaid, and also in consideration of the sum of One Dollar by him the said J. St. Leland Superintendent as aforesaid to the said John F. Hightowers 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 J. St. Leland and to his Successors in office, or Assigns, forever all that tract or parcel of land situated in Greenwich District on the waters of the North