

Now this Indenture witnesseth, That the said Reubin Talley 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 aforesaid, and also in consideration of the sum of One Dollar by him the said John A. Leland Superintendent as aforesaid to the said Reubin Talley 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. A. Leland and to his Successors in office, or assigns, forever all that tract or parcel of land situated in Greenville District, on the waters of Muskhog Creek branch of South Tiger River, containing fifty and a half acres, said tract was surveyed as Vacant Land for John P. Poole, Esq. the 17<sup>th</sup> day of December, 1834, 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 Reubin Talley, his heirs, executors or administrators, shall will and truly pay or cause to be paid unto the said John A. Leland his Successors in office or assigns, the sum of Forty-one dollars and three cents 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 Reubin Talley peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the premises above granted and released, and every or 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 writteth.

Sealed and delivered in the presence of  
 E. Hall,  
 J. V. Mills,  
 W. H. Griffin.

Reubin Talley.

The State of South Carolina, Greenville District. Personally appeared W. H. Griffin before me, and made oath, that he did see Reubin Talley sign, seal and deliver within Bond of Mortgage for the use and purposes therein mentioned, and that E. Hall, and J. V. Mills with himself, were subscribing witnesses to the same.

Witness my hand and subscribed before me, this 22<sup>d</sup> day of July, A. D. 1844.

J. P. Butler,  
 Not. Pub. of S. C. Ex. Off.

Recorded for 22<sup>d</sup> July 1844, by Robt. M. King, Jr. Original delivered to J. A. Leland.