Leonard Cagall To Elisha Hightower	Mortgage In Real Estate

The State of South Carolina } This Indenture
Greenville District } made the Twenty
day of July in the year of Our Lord One Thousand Eight
dred and fifty one between Leonard Cagall of the one
and Elisha Hightower of the other part Witnesseth The said Leonard Cagall is indebted to the said
Elisha Hightower by six notes due as follows The 1st Note due 15th April 1852 for
One Hundred Dollars. 2d note due 15th April 1853 for one Hundred Dollars, 3d Note due 15th
April 1854 for One Hundred Dollars. 4th Note due 15th April 1855 for One Hundred dollars
5th Note due 15th April 1856 for one Hundred dollars, 6th Note due 15th April 1857 for Sixty
Eight Dollars without interest until each note became due

Now this Indenture witnesseth that the said Leonard Cagall for
in consideration of the aforesaid and also in consideration of the sum of Three dollars to the said
Leonard Cagall by the said Elisha Hightower in hand paid at and before the sealing and delivery
of these presents do grant, bargain sell and release convey and confirm unto the said Elisha Hig
tower and to his Heirs and assigns forever all that tract of Land containing Three hundred and
more or less. Situate in the District and State aforesaid adjoining lands of Wm Tucker Dan
Bane, James Burns, Wm McKinney Lying on waters of Neal Fork waters of Saluda
River, being the same Tract whereon William McKinney lived and from whom Elisha Hightower
purchased said Tract

Together with all and singular the rights members and appurtenances thereto
belonging or in any wise appertaining and the reversions and reversions, remainder and remain
ders and profits thereof To have and to hold the said piece or parcel of land mentioned above
with the appurtenances unto the said Elisha Hightower 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 Leonard Cagall his Heirs Executors or administrators
well and truly pay or cause to be paid unto the said Elisha Hightower the sum of the said money
mentioned above and the interest thereon according to the said notes above mentioned then
and from thence forth 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 and between the parties
to these presents that until default shall be made in payment of the aforesaid sums as specified in the
said Notes and interest upon the same it shall and may be lawful to and for the said Leonard Cagall
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 use and behalf any thing herein
contained to the contrary thereof in any wise notwithstanding

In Witness whereof the said parties have hereunto set their hands and
seal the day and year first above written

In presence J. M. McSwain — Elisha Hightower (Seal)
J. Blythe — L. Cagall (Seal)

South Carolina }
Greenville District } Personally appeared before me J. Blythe and made oath that the within Elisha Hig
tower and Leonard Cagall signed sealed and delivered the within Mortgage for the use and purposes therein mentioned and
that himself with J. M. McSwain in presence of each other witnessed the due execution thereof

Sworn to and Subscribed before me this 26th day of July 1851
C. Hoke C.C.P. & M.C. } J. Blythe

Recorded for the 18th August 1857 By C. Hoke R.M.C. Original delivered to C. Hoke esq