

Mortgage      The State of South Carolina

all men by Jacob Estman  
that I have  
paid you now M<sup>r</sup> 9<sup>th</sup> 1852

Mortgage  
For

Real Estate

This Indenture made the first  
day of December in the year of One Thousand  
one hundred and forty five in the County of Greenville

and before the Ordinary of Greenville District on the part and Elijah Estman of  
the said Greenville District of the other part witnesseth that whereas Elijah Estman had ther  
fore or before purchased of the said Luther Mcbee Ordinary of Greenville District a  
parcel of Land sold as the property of George Smith deceased in partition among his  
estate now deceased. Now have this Indenture witnesseth that the said Elijah Estman for and  
in consideration of the sum of Five Dollars and also in consideration of the sum of  
Fifty Dollars and Thirty nine dollars and ninety six and half cents to the said Luther

Mcbee Ordinary as appears by him the said Elijah Estman in hand paid at and  
delivered unto the said Ordinary of Greenville District a grant bargain sell altem where  
by he doth and by his heirs and assigns forever all that tract or parcel of Land situated by  
the river Saluda and being in Greenville District on the water of Hocky River and adjoynig  
to and belonging to Hocky River, Lanes Streets and others containing Two hundred and  
fifty acres more or less being part of a tract granted to Thomas Brasher.

Together with all and singular the rights wherabouts and appurtenances  
thereunto belonging or in any wise appertaining and the tenures and manners  
of holding and remaining unto every other right thereof.

To have and to hold the said lands with the appurtenances  
to the said Luther Mcbee Ordinary of Greenville District and his heirs and  
successors forever.

Provided always nevertheless and it is the true intent and meaning of  
the parties to these presents that if the said Elijah Estman his heirs executors or administrators  
or the said Luther Mcbee shall well and truly pay or cause to be paid unto the said Luther Mcbee  
or that he doth pay or cause the sum of Five Hundred and Thirty nine dollars and ninety six  
and half cents within twelve months from the date according to the sum above men-  
tioned and after the same from thenceforth these presents shall be utterly null and void and  
with him being contrary to the contrary thing in any wise notwithstanding. And this covenant and  
agreement between the parties to these presents that until default shall the master  
or open by and between the parties to these presents that until default shall the master  
make payment of the aforesaid sum as before set forth and the interest in the same at  
the rate of six percent per annum may be lawful to and for the said Luther Mcbee Ordinary as aforesaid  
quietly and quietly to hold use occupy possess and enjoy all and singular  
lands above granted and released and may park thereof with the appurtenances  
thereunto belonging and take the rents issues and profits thereof to his own particular  
and for any thing herein contained to the contrary thereof in any wise notwithstanding  
any such agreement or understanding. And witness whereof the said parties have caused to be signed  
this day 2<sup>d</sup> of January A.D. 1852. I. Mcbee Esq. & J. Estman  
Signed and delivered in presence of

Jasper Williams Thos P. Ashmore  
1851  
Dec<sup>r</sup>

J. W. Mcbee Esq.  
by Elijah Estman

State of South Carolina Personalty appears before me Jasper Williams and made  
before me this 2<sup>d</sup> day of January A.D. 1852. I do solemnly declare  
the above Mortgage for the use and purpose therein mentioned and that he will pay the same  
sums of cash when due the date hereon being the 28<sup>th</sup> day of January 1853. Jasper Williams,  
will pay the same on the 23<sup>rd</sup> day of March 1855. This instrument is acknowledged to be made  
this 2<sup>d</sup> day of January 1852. W. C. Mcbee Esq. By O. Mcbee Esq. Commissioner to S. C. made

Mcbee

Mcbee

END OF DOC.