lines meets and bounds as the Plat of the same thereunto annexed represents and by the said Henry R Williams to the said John W Grady by Deed 17 March 1863. and the other containing nine acres more or less which was conveyed to Henry R Williams by David Hook S.C.C.P. by Deed of 4th July 1859. being bounded on the South by lands of Prof Hart on the west by Benine formerly B Manly in on the north and East by the Road being the same conveyed together with the lot of (59) fifty nine acres above mentioned to the said John W Grady by Henry R Williams by Deed of 17 March 1863. Together with the buildings improvements and fixtures and all and singular the Rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining. To have and to hold all and singular the said premises unto the said James Bivings and James D Bivings their heirs and assigns forever, and I the said John W Grady do hereby bind myself my heirs Executors and administrators, to warrant and forever defend all and singular the said premises unto the said James Bivings and James D Bivings their heirs and assigns against me and my heirs and against every person or persons whomsoever 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 the said John W Grady his heirs Executors or administrators shall pay or cause to be paid unto the said James Bivings the sum of Ten thousand and five hundred dollars and unto the said James D Bivings the sum of Nine thousand and five hundred dollars according to the sealed notes above mentioned then and from thenceforth these presents shall be utterly null and void anything herein contained to the contrary thereof in anywise notwithstanding. And it is covenanted and agreed upon by and between the parties to these presents that until default shall be made in the payment of the aforesaid sums as before set forth and the interest for the same it shall and may be lawful to and for the said John W Grady peaceably and quietly to hold use occupy 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 thereof to his own particular use and behoof anything herein contained to the contrary thereof in anywise notwithstanding, and it is also agreed by and between the parties to these presents that the said John W Grady shall and will keep the buildings Erected and to be erected on the lands above conveyed insured against loss and damage by fire by insurance, and in an amount approved by the said James Bivings and James D Bivings and assign the policy and certificate thereof to the said James Bivings and James D Bivings and in default thereof it shall be lawful for the said James Bivings and James D Bivings to effect such insurance, and the premium and premiums paid for effecting the same shall be a lien upon the said Mortgage premises added to the amount of said notes, and secured by these presents, and payable on demand with interest at the rate of seven per cent per annum

In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written

Sealed and delivered in the presence of James Harrison T L Donaldson as to signature of James Bivings L C Coldwell — Revenue Stamps Cancelled 66 — John W Grady (L.S.) Jas Bivings (L.S.) Jas D Bivings (L.S.) I H Vandeke

The State of South Carolina } Personally appeared James Harrison before me
Greenville District } the subscribing magistrate and made oath that he saw John W Grady sign and James D Bivings sign and deliver the foregoing Mortgage for the uses and purposes therein mentioned and that T L Donaldson with deponent was a subscribing witness thereto
Sworn and subscribed before me this 16th day of November A.D. 1866
(L.S.) T L Donaldson Not. Pub. & Ex. off. } James Harrison

The State of South Carolina } Personally appeared J H Vandeke before me
Spartanburg District } and made oath that he saw James Bivings sign seal and deliver the foregoing Mortgage for the uses and purposes therein mentioned and that J C Coldwell with deponent witnessed the Execution of the same. Sworn to and subscribed before me this 24 day of November 1866 (L.S.) J C Coldwell } J H Vandeke
Magt

Recorded 10th Jany 1867

Grady & Hawthorn to J & J D Bivings	Mortgage	351 The State of South Carolina This Indenture made the fourteenth day of November in the year of our Lord one thousand Eight hundred and Sixty six between John W Grady of Greenville District and David A Hawthorn of Abbeville District in said State of the one part, and James Bivings and James D Bivings of Spartanburg District in the State aforesaid of the other part Witnesseth Whereas the said John W Grady and David A Hawthorn together with one Sydney H Shirley are justly indebted to the said James Bivings and James D Bivings in the sum of Twenty thousand dollars $20.000. To Wit to the said James Bivings in the sum of Ten thousand Five Hundred Dollars $10.500 by ten joint and several sealed Notes bearing even date with these presents with interest from date to be paid or computed annually, Nine of said notes being for one thousand dollars each, and due and payable as follows. the first six Months after date the next six Months after the first and so on every succeeding six Months till the last which is given for Fifteen hundred dollars and payable five years from date, and to the said James D Bivings in the sum of Nine thousand and Five Hundred dollars $9500. by ten joint and several sealed notes of even date with these presents with interest from date to be paid or computed annually. Nine of said Notes being for one thousand Dollars each and due and payable as follows, To Wit, the first six Months after date the next six Months after the first and so on every six Months till the last and tenth which is given for Five hundred dollars and payable five years after date. the said notes to the said James Bivings and the said notes to the said James D Bivings having been given by the said John W Grady David A Hawthorn and Sydney H Shirley jointly and severally for the respective interests and proportioned amounts and shares of the said James Bivings and James D Bivings in and of the said twenty thousand dollars $20.000, being the purchase money or consideration for a tract of land supposed to contain three Hundred and sixty acres 360. on Middle Tyger river in Spartanburg District in said State on which is a cotton factory and machinery, a store Dwelling and other improvements