

and made oath that he saw J. W. Fleming being signed and delivred the within deed for the use & purposes therein mentioned and that John A. Brown together with himself witnessed the same upon to before me this 4<sup>th</sup> August 1871  
 W. A. McNeill  
 J. P. & Magistrate of the County of Lincoln  
 8<sup>th</sup> August 1871

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John L. Walker et al Mortgage The State of South Carolina  
 To James B. Mays

This Indenture Made the nineteenth day of July in the year of our Lord one thousand eight hundred and seventy one between John L. Walker and Washington Howell of the one part and James B. Mays of Greenville County and State aforesaid of the other part witnesseth whereas the said John L. Walker and Washington Howell stands indebted to the said James B. Mays in the sum of four thousand five hundred dollars for a certain plantation or tract of land known as the Mays Mill tract which sum is to be paid in three different installments or promissory notes as follows viz the first note containing one thousand five hundred dollars being date the nineteenth day of July one thousand eight hundred and seventy one and payable the first day of March one thousand eight hundred and seventy two the second containing one thousand two and fifty dollars being date the nineteenth day of July one thousand eight hundred and seventy one and payable the first day of January one thousand eight hundred and seventy three the third containing one thousand two hundred and fifty dollars being date the nineteenth day of July one thousand eight hundred and seventy one and payable the first day of January one thousand eight hundred and seventy four all three of the installment or note bearing interest from date at two per cent Now this Indenture witnesseth that the said James B. Mays for and in consideration of the premises aforesaid and also in consideration of the sum of five dollars to the said John L. Walker and Washington by the said James B. Mays in hand paid at and before the sealing and delivery of these presents have granted bargained sold and released and by these presents do grant bargain sell and release unto the said James B. Mays all that tract or parcel of land containing three

four and four and one half acres by the same name or was situate in the County of Greenville and State aforesaid on both sides of Middle Saluda River and known as the Mays Mill tract Beginning at Black oak 3+3+7 in leading from Dr. James B. Mays to the said Mill thence 44 3/4 726.93 chs to a stake 3+3+3 on white oak 3+3+7 thence 440 1/2 624.69 chs to Post oak 3+3+3 on thence 439 3/4 636.00 chs to Summit 3+3+3 on and division corner of the Magistkin Grant thence 153 3/4 69.83 chs to Red oak 3+3+3 on thence 153 3/4 634.40 chs to Rock 3+3+3 on McQuilins and Kellogs corner in Wiley Nites field thence 148 7/8 233.35 chs to Rock 3+3+3 on in place of Keokoy St road down thence 165 8/8 50 chs to Rock 3+3+3 on near Wiley Hill fence thence 115 3/4 712.00 chs to Post oak 3+3+3 on corner of Carls old Grant thence 121 7/8 20.90 chs to Stake 3+3+3 on in the Road leading from Marquette to the said Mays Mill thence along said Road as it meanders first 145 7/8 3.19 chs to land in said Road thence 146 3/4 73.85 chs to land thence 131 7/8 125 chs to land thence 170 1/4 735.4 chs to land thence 141 1/2 72.07 chs to land thence 165 7/8 50 chs to land thence 157 1/2 71.54 chs to land thence 178 1/2 74.34 chs to land thence 153 1/4 74.80 chs to Black oak 3+3+3 on the Beginning corner on the west side of Middle Saluda River Together with all and singular the right premises hereditaments and appurtenances to the said premises belonging or in any way incident or appertaining to have and to hold all and singular the premises before mentioned unto the said James B. Mays his heirs and assigns forever And we do hereby bind ourselves or heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said James B. Mays his heirs and assigns against ourselves & our heirs and against every other person whomsoever lawfully claiming or to claim the same or any part thereof Provided always nevertheless and it is the true intent and meaning of these presents that if the said John L. Walker and Washington Howell or their heirs executors or administrators shall well and truly pay or cause to be paid unto the said James B. Mays the sum of four thousand dollars as set forth in the three above mentioned notes according to the stipulations or contents of above mentioned them and from thence forth these presents shall be utterly null & void any thing herein contained to the contrary thereof in any wise notwithstanding And all covenants and agreements by and between