

bearing even date with these presents stands bound unto J. J. Dowdell Judge of Probate for the County of Greenville in the State aforesaid in the sum of seven hundred and Sixty Dollars with Condition for the payment of Three hundred and Fifty Eight Dollars with lawful interest for the same to be paid at the different periods in said Conditions mentioned. And I do hereby certify and also in consideration of the further sum of one dollar like money to me the said Samuel Oliver Smith by the said Judge of Probate before the sealing and delivery of these presents and also truly paid the receipt whereof is hereby acknowledged have granted bargained sold released and confirmed and by these presents do grant bargain sell release and confirm unto the said Judge of Probate and his Successors and assigns forever all that Tract of Land situated in said County and State of New South Carolina bounded by lands of J. H. Jenkins A. C. Reed and others beginning at a Red Oak 3+3+ m thence S. 55. W. 11. 75 to a Stone 3+ m thence S. 57. W. 7. 65 to a Stone 3+ Old Corner thence S. 40. W. 44. 50 to a Stone 3+ one thence S. 55. E. 44. 50 to a Black Oak 3+ one thence S. 55. E. 11. 50 to a Black Oak 3+ one thence S. 50. E. 9 to a Post Oak 3+ one thence S. 17. E. 39. 70 to a Black Gum 3+ one thence S. 1. 57. Chains along Saluda Gap Road back to the beginning Corner Containing two hundred and twenty four Acre more or less. Together with all and singular the hereditaments rights liberties and appurtenances whatsoever to the same belonging or in any way appertaining and the reversions and remainders unto issue and profits thereof and of every part thereof and also all the estate right title interest trust and possession benefit property dower curtesy and demands whatsoever of me the said Samuel Oliver Smith of into or out of the same or any part thereof to have and to hold the said Tract of Land and all and singular other the premises herein before mentioned or intended to be lawfully released unto their and every of their rights liberties and appurtenances unto the said Judge of Probate his Successors and assigns to his and their only proper use benefit and behoof Provided nevertheless that it is the true intent and meaning of these presents and the estate hereby granted is upon the Condition that if I the said Samuel Oliver Smith my heirs executors administrators or assigns or either of them shall pay unto the said Judge of Probate his Successors or assigns the said full sum of Three hundred and Fifty Eight Dollars with lawful interest for the same at the times and according to the terms mentioned in the Conditions of the before mentioned Bonds or Obligations without any deduction abatement or abatement whatsoever then these presents and the estate hereby granted shall be absolutely void and I the said Samuel Oliver Smith

do hereby covenant to and with the said Judge of Probate his Successors and assigns in manner following that me the said Samuel Oliver Smith my heirs executors administrators or assigns or some of them shall well and truly pay unto the said Judge of Probate his Successors or assigns the said sum of Three hundred and Fifty Eight with interest as aforesaid according to the terms and at the periods mentioned in the Conditions of the before mentioned Bonds or Obligations and that the said released premises now are and at all times from and after any default shall happen to be made in payment of the said sum of money and interest as aforesaid or any part thereof shall be and remain free and clear of and from all former and other grants mortgages and incumbrances whatsoever had made committed or suffered by me the said Samuel Oliver Smith. And also that the said J. J. Dowdell Judge of Probate his Successors and assigns shall and may at all times after default shall happen to be made in the performance of the promise or conditions herein contained peacefully enter into have hold use occupy possess and enjoy the said premises above mentioned with the appurtenances without molestation interruption or denial of me the said Samuel Oliver Smith my heirs or assigns or of any other person or persons whomsoever and that I the said Samuel Oliver Smith my heirs and assigns and every other person and persons lawfully having or claiming any estate or interest of or in the said hereby released premises or any part thereof by force or in trust for time shall and will upon the request and at the charge of the said Judge of Probate his Successors or assigns make do acknowledge and execute all such further acts conveyances and assigns in the law as shall be necessary for the better and more assured enjoyment of the said hereby released premises with the appurtenances unto the said Judge of Probate his Successors and assigns to his and their true proper use and behoof forever according to the true intent and meaning of these presents as by his or their executed bond in the law shall be reasonably advised or required in witness whereof I have hereunto set my hand and seal the fifth day of July in the year of our Lord one thousand eight hundred and sixty seven and the 27th year of the Sovereignty and Independence of the United States of America. Witness my hand and seal in presence of J. T. McDermott and L. O. Smith
 J. T. McDermott
 W. A. McDermott & Curran Stamp etc

South Carolina Personally appeared before me W. A. McDermott and L. O. Smith Clerk and made oath that he saw S. O. Smith sign seal and deliver the within mortgage for the uses and purposes therein mentioned and that J. T. McDermott together with himself witnessed the due execution of the