

our said Backless adjoining lot formerly owned by Mrs
 S W Heston and being Lot 106 of the lands formerly belong-
 ing to the Estate of Elias R. Case deceased together with
 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 Premises before mentioned unto the said Am-
 ande W. Saxon her Heirs and Assigns forever And we
 do hereby bind ourselves our Heirs Executors and Admin-
 istrators to Warrant and forever defend all and
 singular the said Premises unto the said Am ande W.
 Saxon her Heirs and Assigns against us and our
 Heirs and every other person whatsoever lawfully claim-
 ing or to claim the same or any part thereof. Witness
 our Hand and Seal this twenty sixth day of January
 in the year of our Lords one thousand eight hundred
 and seventy and in the ninety fourth year of the
 Sovereignty and independence of the United States
 of America Signed sealed and delivered in the presence
 of J. P. Hollhousey } J. A. Walter
 G. M. Wells } Revising Stamp 50 cts } J. M. Westmoreland

The State of South Carolina } I personally appeared before me
 James S. McCullough } and made oath
 that he saw J. A. Walter and J. M. Westmoreland sign and
 deliver this within deed of conveyance for the use
 and purposes therein mentioned and that G. M. Wells together
 with said Defendant was subscribing witness thereto.
 Sworn to and subscribed before me this 26th day of Janu-
 ary 1870 } J. P. Hollhousey
 G. M. Wells }
 Notary Public } Recorded January 28th 1870

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David Ellison
 to
 James S. McCullough

The State of South Carolina
 This indenture made the fourteenth
 day of January in the year of our
 Lords one thousand eight hundred
 and seventy between David Ellison of Newville Coun-
 ty in said State of the one part and James S. McCullough
 of the said County and State of the other part
 witnesseth that the said David Ellison is indebted
 to the said James S. McCullough in the sum of four thou-
 sand Dollars with interest from the first day of January
 in the year of our Lords one thousand eight hundred
 and seventy by four sealed notes as follows (viz) one
 sealed note of this date for one thousand Dollars
 with interest from the first day of January last
 past payable on the first day of January 1871
 one sealed note of this date for one thousand

and security between David Ellison of Newville Coun-
 ty in said State of the one part and James S. McCullough
 of the said County and State of the other part
 witnesseth that the said David Ellison is indebted
 to the said James S. McCullough in the sum of four thou-
 sand Dollars with interest from the first day of January
 in the year of our Lords one thousand eight hundred
 and seventy by four sealed notes as follows (viz) one
 sealed note of this date for one thousand Dollars
 with interest from the first day of January last
 past payable on the first day of January 1871
 one sealed note of this date for one thousand

Dollars with interest from the first day of January last
 past payable on the first day of January 1872 one sealed
 note of this date for one thousand Dollars with interest from
 the first day of January last past payable on the first day
 of January 1873 one sealed note of this date for one thousand
 Dollars with interest from the first day of January last
 past payable on the first day of January 1874. The said
 sealed notes having been given for the purchase of the tract
 of lands herein after mentioned and described and this indu-
 ture witnesseth that the said David Ellison for and in
 consideration of the premises aforesaid, and also in Consi-
 deration of the sum of five Dollars to the said David El-
 lison by him the said James S. McCullough in hand paid at
 and before the sealing and delivery of these presents have
 granted bargained and sold and released and by these
 presents do grant bargain sell and release unto the said
 James S. McCullough all that piece parcel and tract of
 situate lying and being in Newville County and State
 aforesaid and water of Saluda River and this tract
 bounded on one side by the said Saluda River and
 on the other sides by lands belonging to E. D. Blount James
 McCullough and J. M. Houch being the tract of land con-
 veyed to James S. McCullough by James McCullough to
 which said deed of conveyance referred is hereby ana-
 ted for a full description of said lands by metes and bou-
 nds course and distance being the tract of land conveyed
 by said James S. McCullough by deed of even date with these
 presents together with 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 premises before mention-
 ed unto the said James S. McCullough his Heirs and
 Assigns forever And I do hereby bind myself my Heirs
 Executors and Administrators to warrant and forever
 defend all and singular the said premises unto the said
 James S. McCullough his Heirs and Assigns against
 myself and my Heirs and against every person who
 hereafter 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 David Ellison his Heirs Executors or
 Administrators shall will and truly pay or cause to be
 paid unto the said James S. McCullough the sum of
 four thousand Dollars with interest according to the
 sealed notes above mentioned these and said therefore
 these presents shall be utterly null and void any thing
 however contained to the contrary then in anywise notwith-
 standing and it is covenanted and agreed upon by
 and between the parties to these presents that unless
 default shall be made in payment of the aforesaid sum