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James Smith in the sum of one thousand dollars payable with the conditions
= on, under written for the payment of five hundred dollars on or before
the first day of January one thousand Eight hundred and Eighteen
to be paid in the conditions of the said bond or obligation, mentioned
as by reference to the same will more fully appear, Now this Indenture
witnesseth that the said Hugh Montgomery for and in consideration
of debt or sum of one thousand dollars for the better securing the payment
of the said sum of five hundred dollars to the said James Smith his
certain attorney his heirs executors or assigns according to the condition
of the bond or obligation aforesaid, and also in consideration of the
further sum of Ten cents to him the said Hugh Montgomery in hand
paid by James Smith at and before the sealing and delivering the
present the receipt whereof is hereby acknowledged Hath granted bargained
sold and released unto the said James Smith all that tract of land
whereon the said James Smith now lives, situate being and lying in
the district of Greenville and State aforesaid on the waters of South type
River, containing two hundred and twelve acres more or less, which
land was conveyed from William D. Thomas as reference to the Record
of Greenville District will more fully and at large appear. Together
with all and singular the rights, members, hereditaments & appurtenances
to the said premises belonging or in any wise incident or appertaining
To have and To hold all and singular the premises before mentioned
unto the said James Smith his heirs and assigns forever. Provided always
nevertheless, and it is the true intent and meaning of the parties to
these presents that if the said Hugh Montgomery his heirs, executors
adm^r: or assigns do well and truly pay or cause to be paid to the said James
Smith his certain attorney his executors adm^r: or assigns the said sum of
five hundred dollars as aforesaid according to the true intent & meaning
of the said bond or obligation aforesaid and the conditions thereunder
written. Then and in that case this present indenture & every clause
and article therein contained shall be null & void anything therein
to the contrary thereof in any wise notwithstanding, and it is agreed
upon between the parties to these presents that until default shall
happen to be made in the payment of the said sum of Five
hundred dollars it shall and may be lawful for the said Hugh
Montgomery peaceably and quietly to occupy possess & enjoy all and
singular the premises before mentioned and every part thereof and
receive the rents issues and profits thereof. Witness my hand and
seal the day and date above written. Signed sealed & acknowledged
in presence of James Porter Joel Graves. 3 Hugh Montgomery
(Indorsed before signed in the 23rd line) said James Smith

South Carolina Greenville District. Personally appeared before me Thomas
Edwards one of the quorum for the said district, Joel Graves and made
oath that he saw Hugh Montgomery sign & execute the within mortgage
to James Smith, and that he saw James Porter sign his name as a
witness to the same, and acknowledges his name to be his hand &
write, I sworn to before me this 27th day of July 1816

Thos. Edwards J. 2.

Joel Graves