

This Indenture made this Sixteenth day of September in the year of our Lord one thousand Eight hundred and thirty three between William Choice of the one part and Eliphus J. Smith of the other part Witnesseth that Whereas the Said Eliphus J. Smith stands Indebted to the Said William Choice in the Sum of Nine hundred and Sixty Seven dollars and Seventy five cents one half paid the Sixteenth September 1834 and other half paid the 16<sup>th</sup> September 1835 Secured by a bond of Even date herewith With a penalty of Two thousand dollars Now this Indenture Witnesseth that the Said Eliphus J. Smith for and Inconsideration of the Said Debt or Sum payable as aforesaid to the Said William Choice and for the better securing the payment thereof to the Said William Choice according to the true Intent and meaning of the Bond aforesaid and also in consideration of the Sum of five dollars to the Said Eliphus J. Smith by him the Said William Choice in hand paid at and before the sealing and Delivery of these presents do Grant Bargain Sell alien release Convey and confirm unto the Said William Choice and to his heirs and assigns for ever a certain tract of land lying in the district of Greenville in the fork of the Buncomb and Rutherford Roads leading from the Village of Greenville containing thirty three acres more or less being the Same that the Said William Choice as Commissioner in Equity for Greenville District this day Conveyed by deed to the Said Eliphus J. Smith and the Same that Vardry McBee conveyed to Samuel M. Green by deed dated the 7<sup>th</sup> March 1827 See it Recorded in the registers office in Book N. Page 301 Together with all and Singular the Rights members and appurtenances therunto belonging or in any wise appertaining and the reversion and Reversions Remainder and remainders Rents Issues and profits thereof to have and to hold the Said tract of land with the appurtenances unto the Said William Choice 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 Eliphus J. Smith his heirs Executors or administrators shall Well and truly pay or cause to be paid unto the Said William Choice the Sum of Nine hundred and Sixty Seven dollars and Seventy five cents according to the Intent and meaning of the Bond above mentioned then and from thenceforth these presents shall be utterly null and void any thing herein contained to the contrary thereof in any wise notwithstanding and it is covenanted and agreed upon by and between the parties to these presents that until Default shall be made in payment of the aforesaid Sum as before set forth and the Interest of the Same it shall and may be lawfull to and for the Said Eliphus J. Smith peaceably and quietly to hold use Occupy possess 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 any thing herein contained to the contrary hereof in any wise notwithstanding in Witness whereof the Said parties have hereunto set their hands and seals the day and year first above written

Signed Sealed and Delivered }  
 in the presence of }  
 J. J. Benson }  
 Jefferson Choice }

Satisfied the 17<sup>th</sup> day }  
 1834 }  
 W. Choice }  
 E. J. Smith }  
 C. E. G. (D) }