

A. C. Nieves,
Supt of Pub. Works.

State of South Carolina. Mortgage.

This Indenture, made the seventeenth day of July in the year of our Lord one thousand eight hundred and forty-four between John A. Leland Superintendent of Public Works of the State aforesaid, of the one part, and A. C. Nieves, of the other part:

Whereas, The said A. C. Nieves stands indebted to the said John A. Leland Superintendent as aforesaid by Bonds for the sum of Thirty-two dollars and twenty-six cents, payable in three annual installments, with interest from the date thereof, That is to say, one third part, with interest, on the seventeenth day of July, 1845, one other third part, with interest, on the seventeenth day of July, 1846, and the remaining third part, with interest, on the seventeenth day of July, 1847.

Now this Indenture witnesseth, That the said A. C. Nieves, for and in consideration of the said debt or sum, payable as aforesaid, to the said John A. Leland Superintendent as aforesaid, and for the better securing the payment thereof, to the said John A. Leland Superintendent aforesaid, and also in consideration of the sum of One Dollar by him the said John A. Leland Superintendent as aforesaid to the said A. C. Nieves 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 John A. Leland and to his Successors in office, or Assigns, forever all that tract or parcel of land situated in Greenville District in the waters of Muck Creek, branch of South Tiger River, containing Twenty-Six Acres, more or less, said Tract was surveyed as Vacant Land for James Taylor the 20th day of July, 1834, Together with all and singular the Rights, Members and Appurtenances thereto 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 John A. Leland his Successors in office, or Assigns, forever:

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said A. C. Nieves his Heirs, executors or administrators, shall well and truly pay or cause to be paid unto the said John A. Leland his Successors in office or Assigns, the sum of Thirty-two dollars and twenty-six cents according to the Bonds 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 for the same, it shall and may be lawful to and for the said A. C. Nieves 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