

thence Southwardly with a line twenty five East of the Rail Road tracks to the beginning of Tract No 3 containing Two (2) Woods and twenty four (24) inches more or less Situate on the Eastern side of the Greenville and Columbia Rail Road and opposite the central portion of Tract No 1 and cutting and bounding as follows viz Beginning at a Stake on Person's line twenty five feet east from the center of the Rail Road tracks and running Thence with Person's land North & three chains and fifty two links to a Stake on the Augusta Road Thence with the Augusta Road North West four chains and forty eight links to a Stake twenty five feet east of the center of the Greenville and Columbia Rail Road tracks thence Southwardly with a line twenty five East of the Rail Road tracks to the beginning

The said three tracts composing the remainder of a certain tract of Land which rested in the said Alfred W Clayton as residuary legatee under the last will and codicil of Philip Fryman late of Charleston after deducting therefrom three and five one hundredths acres conveyed to the Greenville and Columbia Rail Road Company and being the same conveyed by the said Alfred W Clayton to the said George W Gannon, Thomas W Gannon, Thomas M Cox and Henry C Mably by deed of conveyance with these presents and represented in and by a plat accompanying the said deed

To go with all and singular the rights, members, and appurtenances to the said premises, belonging in any wise in equity or appurtenance

To have and to hold to all and singular the parties herein mentioned unto the said Alfred W Clayton his heirs and assigns forever And we do hereby bind ourselves our heirs, executors, and Administrators to warrant and defend, all and singular the said premises, unto the said Alfred W Clayton his heirs, and assigns, against ourselves and our heirs and against every person whomsoever, lawfully claiming or to claim, the same or any part thereof

It is provided always nevertheless, and it is the true intent and meaning of the parties to these presents that if the said George W Gannon, Thomas W Gannon, Thomas M Cox and Henry C Mably their heirs, executors or Administrators shall well and truly pay or cause to be paid, unto the said Alfred W Clayton, the whole sum of seven thousand and five hundred dollars together with the legal interest thereon according to the true intent and meaning of the above recited covenants, then and from thenceforth these presents shall be utterly null and void any thing contained to the contrary thereof in anywise notwithstanding And it is covenanted and agreed upon by and between the parties to these presents that until default shall be made in the 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 George W Gannon, Thomas W Gannon, Thomas M Cox and Henry C Mably 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 their own particular use and behoof and of their heirs, executors and assigns in any and every way in any use notwithstanding In witness whereof the said parties have hereunto set their hands and seals the day and year first above written