

John C P Seter
v
Charles J Elford

Mortgage

The State of South Carolina
This indenture made the first day of
January in the year of our Lord one
thousand eight hundred fifty six between
John C P Seter of the one part and

Charles J Elford of the other part Witness. Whereof the said John C P Seter is indebted to the said Charles J Elford in the sum of three thousand Dollars (\$3000) by three sealed notes each for one thousand Dollars (\$1000) payable respectively in one two and three years all of this date and drawing interest from date which were given for the price of the Lot below described and mortgaged. Now this indenture witnesseth that the said John C P Seter for and in consideration of the premises aforesaid and also in consideration of the sum of Five Dollars to the said John C P Seter by him the said Charles J Elford in hand paid at and before the sealing and delivery of these presents have granted bargain sold and released and by these presents do grant bargain sell and release unto the said Charles J Elford all that piece parcel and Lot of Land on the East side of and near the Northern end of the main Street in the Town of Greenville in said State the same being bounded by Main Street on the West Judge Alley on the South Brown Street on the East and Oak Street on the North containing twenty nine thousand one hundred and eighty square feet more or less the same having been conveyed to me this day by said Charles J Elford. Together with all and singular the rights Members Hereditaments and 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 Charles J Elford 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 Charles J Elford his heirs and assigns against me and my heirs and against every person whomsoever 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 John C P Seter his heirs Executors or administrators shall well and truly pay or cause to be paid unto the said Charles J Elford the sum of three thousand Dollars and interest thereon according to the three sealed notes above mentioned then and from thenceforth these Presents shall be utterly null and void anything 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 fourth and the interest for the same it shall and may be lawful to and for the said John C P Seter 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 anything

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No defect recorded in Book 3 page 859

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. Sealed and Delivered in the presence of
J L Donaldson G. G. Wells
C J Elford

The State of South Carolina

Greenville District Personally appeared before me George G Wells and made oath that he saw John C P Seter and Charles J Elford sign seal and deliver the above mortgage for the uses and purposes therein mentioned and that he with J L Donaldson in the presence of each other witness the due Execution thereof. Sworn to before me this 31st day of December 1856 J L Donaldson Not Pub & G G Wells
Ex officio N.G. 4 3
Recorded for 25th July 1857 By Jk David Iled to C J Elford

David Blythe
v
David Bane

Deed
To
Land

The State of South Carolina
Know all men by these presents that I David Blythe of Greenville District in the State aforesaid for & in consideration

of three thousand & fifty Dollars paid to Mrs Margaret Tucker who sold the same land to me and executed her deed for the same which I returned to her and in consideration of Five Dollars to me paid by David Bane of Greenville District in the State aforesaid. I have granted Bargained sold and released and by these presents do grant bargain sell and release unto the said David Bane all that tract or parcel of land situate lying & being in Greenville District South Carolina when on Margaret Tucker now lives containing two hundred acres more or less on both sides of Devils Fork a branch of Middle Fork of Saluda River Beginning on a ~~log~~ corner on the East side of the creek running N10 W 9 chains to a red oak thence N 65 W 10 30 chains to a dogwood thence N10 W 14 chains to a Post oak by a rock thence S 82 1/2 W 57 chains to a red oak thence S 34 6 E to a stake on the back line thence to the Beginning it being a part of a tract of land granted to Jeremiah Nesbit & from him to John Sawell & from him to Jonathan Potts & from him to William Tucker & from him to Phillip Henderson & from him to Margaret Tucker & from her to David Blythe which last named deed was given back to Margaret Tucker and she conveyed the said land to David Bane under the impression the same was legal. but this deed is now made to be perfect the title Together with all and singular the right members hereditaments and 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 David Bane 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 David Bane his heirs and assigns against me and my heirs & no one else lawfully claiming or to claim the same or any part thereof
Witness my hand and seal this 2nd day of March