

without injury to the parties interested, and did order the same to be sold by the Sheriff of the District aforesaid on a credit of twelve months with interest from the day of sale. Whereupon the Sheriff aforesaid did advertise the said Land for sale on the first Monday in March in the year above mentioned, and whereas the Sheriff aforesaid did on the said day, expose to sale at public outcry on the credit aforesaid the said Land when the said Henry McMauley was the last and highest bidder to whom the said Land was struck off for the sum of Two Hundred and Sixty Five dollars

Now this indenture witnesseth, That in consideration of the sum of Two hundred and Sixty Five dollars to me paid and secured to be paid I have granted bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Henry McMauley and his heirs and assigns forever, all that tract of land situated in said District on Waters of Saluda River bounded by Lands of John Childs Wiler Newby and others and containing One hundred and Sixty acres more or less. Together with all the appurtenances thereunto belonging, and all the estate right, title interest claim or demand which the said Jane Kay deceased at the time of her death had in or to the same, To have and to hold the said tract of Land together with all and singular the premises improvements and appurtenances to the said Henry McMauley his heirs and assigns forever

In witness whereof I the said Robert McKay as ordinary aforesaid have hereunto set my hand and seal of office the day and year above written, signed sealed and delivered in the presence Robt McKay of L W Watson J K Bates O. G. S.

South Carolina
Greenville District
Personally appeared before me L W Watson and made oath that he saw Robert McKay sign seal and deliver the within deed of conveyance for the use and purposes therein mentioned, and that J K Bates with himself witnessed the due Execution thereof. Sworn to before me this the 9th day of August 1837 W A McDaniel c cp L W Watson
delivered to

Recorded for the 31st day of March 1837 W A McDaniel R W C & c cp

Henry Rains
To
C J Elford Mortgage

The State of South Carolina
This indenture, made the Tenth day of August in the year of our Lord One thousand eight hundred and fifty seven between Henry Rains of the one part and Charles J Elford of the other part

Witnesseth Whereas the said Henry Rains is indebted to the said Charles J Elford in the sum of three hundred and fifty dollars by three sealed notes of even date with these presents one for \$100 due January 1st 1838 one for \$125 due January 1st 1839 with interest from January 1838 and one for \$125 due January 1st 1836 with interest from January 1st 1838 the same being for the price of the land hereinafter mortgaged

Now this indenture witnesseth that the said Henry Rains for and in consideration of the premises aforesaid, and also in consideration of the sum of Five dollars to the said Henry Rains by him the said Charles J Elford in hand paid, at and before the sealing and delivery of these presents, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Charles J Elford, all that piece parcel and tract of land containing One hundred acres more or less situate lying and being on waters of Enoree River in the District and State aforesaid adjoining lands of John Brown Aldridge Green et al, the same having been conveyed by D Hook Sheriff to Charles J Elford and by said Elford to me by deed of this date. 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 my self, 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 Henry Rains his heirs, executors or administrators shall will and truly pay, or cause to be paid unto the said Charles J Elford the sum of three hundred and fifty dollars and interest that may accrue 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 forth and the interest for the same, it shall and may be lawful to and for the said Henry Rains peaceable and quiet to hold use, occupy, possess and enjoy all and singular the premises above granted and released, and every part thereof with the