

Said, Sworn to before me this 7th July 1869
S. J. Dowdell
P. J. S. C. Recorded July 7th 1869
W. A. McDaniel

408

Stephen D. Smith
S. J. Dowdell
P. J. S. C.

The State of South Carolina
So all to whom these presents shall come or
be made known or to whom the same may
in anywise concern I Stephen D. Smith
of Greenville County and Secretary Whereas I the said Stephen
D. Smith by a Certain Bond or Obligation duly executed bear-
ing even date with these presents stand bound unto S. J. Dowdell
Judge of Probate for the County of Greenville in the State of South
Carolina in the sum of Six hundred and Sixty Eight dollars with interest
Condition for the payment of Three hundred and thirty four dollars
with lawful interest for the same to be paid at the different
periods in said Condition mentioned. Now know all men
that I the said Stephen D. Smith in consideration of the said
debt or sum of three hundred and thirty four dollars for
the better securing the payment of the same with interest unto
the said Judge of Probate of Greenville County and to his suc-
cessors and assigns according to the conditions of the said
Bond and also in consideration of the further sum of
one dollar like money to me the said Stephen D. Smith by
the said Judge of Probate before the sealing and delivery of these
presents well and truly paid the receipt whereof is hereby
acknowledged have granted bargained sold remised releas-
ed and confirmed and by these presents do grant bargain
sell and remise release and confirm unto the said Judge of
Probate and his successors and assigns forever all that tract
of Land situated in said County viz. portion of Elias Thomp-
son Broadland Creek bounded by lands of N. Freeman Whelan
William Bomer and others beginning at a black Oak 575 ft
thence N 17 1/2 E 83.75 to a Red Oak 575 ft thence N 71 E 22.50 to a Red Oak
575 ft thence S 84 E 690 to a Red Oak 575 ft thence N 40 W
14.50 to a lightwood stump and stone 575 ft thence S 2 W 41.00 to a
stone 575 ft Red oak down thence S 60 E 12 to a Post oak 575 ft
S 37 E 38.00 to a stone 575 ft thence N 55 E 11.75 to a Red Oak 575 ft
thence 31.50 chains along Saluda Rap Road back to the beginning
Corner containing two hundred and twenty three acres more
or less together with all and singular the held lands rights
members and appurtenances whatsoever to the same belong-
ing or in anywise appertaining and the revenues and
remainders rents issues and profits thereof and of every
part thereof and also all the estate right title interest ten-
at mes. possession benefit property dower dower and dem-
and whatever of me the said Stephen D. Smith of in to
or out of the same or any part thereof to have and to hold
the said tract of Land and all and singular other
the premises herein before mentioned or intended to be

herely released with their and every of their right members
and appurtenances unto the said Judge of Probate his
successors and assigns to his and their only proper use
benefit and behoof provided nevertheless and it is the true intent
and meaning of these presents and the estate hereby granted is up-
on the condition that if I the said Stephen D. Smith my heirs
executors administrators or assigns or either of them shall pay
unto the said Judge of Probate his successors or assigns the said
full sum of three hundred and thirty four dollars with lawful
interest for the same at the times and according to the terms
mentioned in the condition of the before recited Bond or Obliga-
tion without any deduction defalcation or abatement whatso-
ever these presents and the release hereby made and also the ab-
ove recited Bond or Obligation shall cease and be absolutely void
and I the said Stephen D. Smith for my self and my heirs
executors administrators and assigns doth hereby covenant
to and with the said Judge of Probate his successors and
assigns in manner following that I the said Stephen D. Smith
my heirs executors administrators or assigns or some of them
shall well and truly pay unto the said Judge of Probate
his successors or assigns the said sum of Three hundred
and thirty four Dollars with interest as aforesaid accord-
ing to the terms and at the periods mentioned in the condi-
tion of the before recited Bond or Obligation and that
the said released premises now are and at all times from
and after any default shall happen to be made in payment
of the said sum of money and interest as aforesaid or any
part thereof shall be and remain free and clear of and free
from all former and other grants mortgages and incum-
brances whatsoever had made committed or suffered by
me the said Stephen D. Smith and also that the said S. J. Dowdell
Judge of Probate his successors and assigns shall and
may at all times after default shall happen to be made in
the performance of the proviso or conditions herein contained
peacefully enter into and hold use & enjoy possess and
enjoy the said premises above mentioned with the appurtenances
thereunto without molestation interruption or denial of me the said
Stephen D. Smith my heirs or assigns or of any other person
or persons whomsoever and that I the said Stephen D. Smith
my heirs and assigns and every other person and persons
lawfully having or claiming any estate or interest of or in
the said hereby released premises or any part thereof by force
or in trust for time shall and will upon the request and at
the charge of the said Judge of Probate his successors or as-
signs make do acknowledge and execute all such fur-
ther acts conveyances and assurances in the law what-
soever for the better conveying and assuring of the said
herely released premises unto the said Judge of Probate his successors and assigns to his
and their only proper use and behoof forever according