

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 for the said Benjamin Simmons, brother and jointly to hold use occupy possess enjoy all and singular the premises above granted and released and say part thereof with the appertinances and to have receive and take the rents issues and profits thereof to his own particular use and behoof anything herein contained to the contrary notwithstanding. He witnesses that we have hereunto set our hands seals the day and year first above written

Dealed and delivered in the presence of W. H. Carle W. B. McDaniel W. A. M. Daniel C. E. M. Magruder W. P. Johnson

Words of the intended is in the month of December 1871 being before us as witnesses

W. B. McDaniel
W. P. Johnson

The State of South Carolina Personally appeared before me W. B. McDaniel County W. B. McDaniel and W. A. M. Daniel he saw W. H. Carle & Benjamin Simmons sign seal and deliver the above mortgage by the one and persons therein mentioned and that W. P. Johnson together with himself witnessed the due execution of the same

Subscribed to before me this 8th Oct 1871 W. B. McDaniel
W. A. M. Daniel
C. E. M. Magruder & office Recorder 9th Oct 1871

W. H. Carle Mortgagee
W. P. Johnson Mortgagor

The State of South Carolina This Indenture made the 10th day of Nov 1871 between W. H. Carle of the one part and W. P. Johnson of the other part Witnesses Whereas the said W. P. Johnson is indebted to the said W. H. Carle in the sum of one hundred and twenty five dollars by three singular bills for forty one 46 25/100 dollars each of ten date hereunto and to be paid respectively in one two & three years from date with interest from date at the rate of ten per cent thereon and give for the purchase money of the tract of land herein after described and this day conveyed to the said W. P. Johnson by the said W. H. Carle Now this Indenture witnesseth that the said W. P. Johnson for and in consideration of the premises aforesaid and also in consideration

of the sum of five dollars to the said W. P. Johnson by the said W. H. Carle 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 W. H. Carle all that lot or tract lying on the Acquinta Road known as lot 102 as surveyed by W. P. Johnson containing about one acre and more fully described in the said deed of the said W. H. Carle to the said W. P. Johnson together with all and singular the rights tenures hereditaries and appertinances to the said premises belonging or in any wise incident or appertaining the same and to hold all and singular the premises before mentioned unto the said W. H. Carle his heirs and assigns firm And I do hereby bind my heirs executors and Administrators warrant and void defend all and singular the said premises unto the said W. H. Carle his heirs and assigns against me and my heirs & against any other 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 W. P. Johnson his heirs executors Administrators shall fail to pay either of the said singular bills and interest as it becomes due then and in this case each of those remaining unpaid shall at once become due and payable and the said W. H. Carle may for with or as soon as he deems it desirable foreclose this mortgage for the whole amount of these said singular bills but if the said singular bills and each of them shall be well and truly paid according to its tenor and effect and at the time of maturity then and from thenceforth these presents shall be utterly void avoid anything herein contained to the contrary notwithstanding And it is covenanted and agreed upon by and between the parties to the 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 W. P. Johnson personally & jointly to hold use occupy possess and enjoy all and singular the premises above granted and released and say part thereof with the appertinances and to have receive and take the rents issues and profits thereof to his own particular use and behoof anything herein contained to the contrary notwithstanding. He witnesses that we have hereunto set our hands seals the day and year