

sign, seal and deliver the within Deed of Mortgage, for the use and purposes therein mentioned, and that C. Hale and S. Y. Mills, with himself, were subscribing witnesses to the same,

Sown to and subscribed before me, this 22nd July, A. D. 1844.

T. P. Butler,
Not. Pub. & S. I. Ex: off.

W. H. Griffin

Received, for 22nd July, 1844,
by Robt. McKay, R.M.C.

Original delivered to

Stephen H. Poole
To 375
Supt. of Pub. Works.

Mortgage

State of South Carolina.

This Indenture, made the seventeenth day

of July in the year of our Lord one thousand eight hundred and forty-four between J. A. Leland Superintendent of Public Works of the State aforesaid, of the one part, and Stephen H. Poole of the other part: Whereas, The said S. H. Poole stands indebted to the said J. A. Leland Superintendent as aforesaid by Bond for the sum of One hundred and fifty-two and 44 cents payable in three annual instalments, That is to say, one third part, with interest, on the seventeenth day of July, 1845, one other third part, with interest, on the seventeenth day of July, 1846, and the remaining third part, with interest, on the seventeenth day, 1847.

Now this Indenture witnesseth, That the said S. H. Poole for and in consideration of the said debt or sum, payable as aforesaid, to the said J. A. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, to the said J. A. Leland, Superintendent aforesaid, and also in consideration of the sum of One Dollar by him the said J. A. Leland, Superintendent as aforesaid to the said S. H. Poole in hand paid at and before the sealing and delivery of these presents, do Grant, Bargain, Sell, Alion, Relin, Convey and Confirm unto the said J. A. Leland and to his Successors in office, or assigns, forever all that tract or parcel of land situated in Greenville District on both sides of Long branch of branch of South Tyger River, containing one hundred and forty-eight acres more or less, bounded by Lands of Westmoreland, Stiles, Taylor and Lummance. Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversion and余地, Remainer and Remainder, Rents, Issues and Profits thereof, to have and to hold the said tract of land, with the appurtenances, unto the said John A. Leland, his Successors in office, or assigns, forever:

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said S. H. Poole his Heirs, executors or administrators, shall well and truly pay or cause to be paid unto the said John A. Leland, his Successors in office or assigns, the sum of One hundred and fifty-two dollars and forty-four cents according to the Bonds above mentioned, then and from thenceforth these presents shall be wholly null and void, any thing herein contained to the contrary thereof in any wise notwithstanding. And it is covenanted and agreed