

and that William Fuller with himself, was a subscribing witness to the same. Sworn to and subscribed before me, this 22<sup>d</sup> July, A. D. 1844. W. H. Griffine.

J. C. Gunter, Not. Pub. & J. D. Ex. Off. Recorded for 22<sup>d</sup> July, 1844. Original delivered to

J. W. Hodges  
Capt. of Pub. Works.

Mortgage.  
The 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 J. W. Hodges of the other part, Witnesseth; Whereas the said J. W. Hodges stands indebted to the said Superintendent by Bond for the sum of One Thousand Dollars payable in three annual instalments, that is to say, one third part with interest on the seventeenth day of July, 1845, one third part with interest on the seventeenth day of July, 1846, and the remaining third part with interest on the seventeenth day of July, 1847.

Now this Indenture witnesseth, That the said J. W. Hodges for and in consideration of the said debt or sum of money, and also in consideration of the sum of One Dollar to the said J. W. Hodges by him the said Superintendent in hand paid, at and before the sealing and delivery of these presents, do grant, bargain, sell, alien, release, convey and confirm unto the said J. A. Leland, Superintendent as aforesaid and to his Successors in office and assigns forever, all that tract or parcel land, situate in Greenville District on both sides of Fall Creek, waters of the North Fork of Saluda River, commonly known as the State Place, containing four hundred and twenty-four acres more or less, being composed of three several tracts of land, that is to say, of one tract originally granted to Jacob Casey but surveyed for Hanthorpe Casey 6<sup>th</sup> April, 1789, also of one other tract granted to Edward Bain 17<sup>th</sup> March, 1799, and of one other tract of land conveyed by John Hood to Stephen Phillips by deed on the 6<sup>th</sup> February, 1812, Together with all and singular the rights, members and appurtenances therunto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof, To have and to hold, the said tract of land with the appurtenances, unto the said J. A. Leland, Superintendent as aforesaid, his Successors in office and assigns forever: Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said J. W. Hodges his Heirs, Executors or Administrators, shall well and truly pay, or cause to be paid unto the said Superintendent or his Successors in office or assigns, the sum of One Thousand Dollars according to the Bond above mentioned, then and from thenceforth, these presents shall be utterly null and void; any thing 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 J. W. Hodges peaceably and quietly to hold, use, occupy, profess and enjoy, all and singular