

The State of South Carolina } Personally appeared W. H. Griffin to-
Greenville District. } fore me, and made oath, that he did
see J. H. Cleveland, sign, seal and deliver the within Deed of Mortgage,
for the use and purposes therein mentioned, and that E. Hall, and J
M. Mills, with himself, were subscribing witnesses to the same.

Sworn to and subscribed before me, this 22^d July, A.D. 1844.
J. P. Butcher, Not. Pub. & S. D. Ex. off. 503 W. H. Griffin.
Recorded for 22^d July, 1844, by Robt. M. May. A. M. C.
Original delivered to

J. H. Cleveland,
Sr 367
Supt. of Pub. Works.

State of South Carolina Mortgage.
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 James H. Cleveland, of the other part:

Whereas, The said J. H. Cleveland stands indebted to the said J. A.
Leland, Superintendent as aforesaid by Bond for the sum of Sixteen Dollars
and one cent payable in three annual instalments, with interest from the date
thereof, 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
July, 1847.

Now this Indenture witnesseth, That the said James H. Cleveland
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 as aforesaid, and
also in consideration of the sum of One Dollar by him the said J. A.
Leland, Superintendent as aforesaid, to the said James H. Cleveland 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 and to his
successors in office, or assigns, forever all that tract or parcel of land situated
in Greenville District, on Fall Creek, and other waters of the Middle fork of
Saluda River, containing Twelve hundred and eighty-one acres, more or less,
and has such farms, marks and bounds, as by reference to a Plat made by John
Watson, Esq., on the twenty-first day of September, 1837, will more fully appear.
Together with all and singular the Rights, Members and Appurtenances thereto
belonging, or in any wise appertaining, and the Reversions and Reversions, Remainder
and Remainders, 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 of-
fice, or Assigns forever.

Provided always nevertheless, and it is the true intent and meaning of
the parties to these presents, that if the said James H. Cleveland his heirs, exe-
cutors 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 Sixteen
Dollars and one cent according to the Bonds 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 cov-