

of Public Works of the State aforesaid, of the one part, and John D. Beddingfield, of the other part.)

Whereas, The said John D. Beddingfield stands indebted to the said John A. Leland, Superintendent as aforesaid by Bond for the sum of twenty-eight dollars and fourteen cents 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 John D. Beddingfield, 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 John D. Beddingfield in hand paid at and before the sealing and delivery of these presents, do Grant, Bargain, Sell, Assign, 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 waters of Cape Fear, Middle fork of Saluda River, containing four hundred and two acres, more or less, and bounded by the North Carolina Line, and Cap Creek, Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversion 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 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 John D. Beddingfield, 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 twenty-eight dollars and fourteen cents 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 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 John D. Beddingfield peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the premises above granted and released, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits, to his own particular use and behoof, any thing herein contained to the contrary hereof in any wise notwithstanding.

In witness whereof, The said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in the presence of

E. Hall.
J. Y. Morris.
W. H. Griffin.

John D. Beddingfield, 

The State of South Carolina, } Personally
Greenville District. } appeared W.

H. Griffin before me, and made oath, that he did see John Beddingfield