

W. Bee before me and made oath he did see Reinhardt sign seal and deliver the within Instrument of writing for the use and purposes therein mentioned; and that W. Bee, with himself, in the presence of each other, witnessed the due execution of the same.

I Sworn to and subscribed before me, this 14<sup>th</sup> day of January A.D. 1846.

Robt M. Kay, c. c. p.

W. P. M. Bee.

Mag. Ex. off:

Recorded for 14<sup>th</sup> January, 1846, by Robt M. Kay, A. M. C.  
Original delivered to W. P. M. Bee

Whiteford Smith  
To  
James S. Guignard.

Mortgage  
Real  
Estate.

The State of South Carolina.

This Indenture, made the  
twelfth day of December in the  
year of our Lord, one thousand

eight hundred and forty five between Whiteford Smith of the City of Charleston of the one part, and James S. Guignard of the other part, Witnesseth: Whereas, the said Whiteford Smith is indebted to the said James S. Guignard in the sum of fifteen hundred Dollars by his three promissory Notes of five hundred Dollars each, dated this day payable with Interest from the first instant, one Note payable one year after date, one two years after date and the other three years after date.

Now this Indenture witnesseth That the said Whiteford Smith for and in consideration, of the said debt or sum payable as aforesaid, and for the better securing the payment thereof, to the said James S. Guignard according to the tenor and effect of the three notes above described and also in consideration of the sum of One Dollar by the said James S. Guignard to him the said Whiteford Smith in hand paid, at and before the Sealing and Giving of these presents, do grant, bargain, sell, alien, release, convey and confirm unto the said James S. Guignard and to his Heirs and Assigns forever, all that Tract or parcel of Land containing two hundred and fifty three acres more or less situate in Greenville District, in the road from Greenville Court House to Pendleton and to Augusta about three miles from Greenville Court House bounded North by John A. Jammet West by Mrs. James S. C. by P. Stokes and East by Estate of Governor A. M. M. who said Tract was conveyed on the 16<sup>th</sup> January 1843 to the said James S. Guignard by W. C. Anderson and by said James S. Guignard conveyed this day to the said Whiteford Smith Together with all and singular the rights, members, and appurtenances thereto 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 Premises, with the appurtenances, unto the said James S. Guignard his Heirs, and Assigns forever:

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said White-