

of Elford according to the sealed note and also in consideration of Five Dollars by the said Charles J Elford to him the said Alberto C Burgess in hand paid at & before the sealing and delivery of these presents, do grant bargain sell, alien, release & confirm unto the said Charles J Elford and to his heirs and assigns forever, all that piece parcel and lot of land situate lying and being in the Town of Greenville in the said State on the East side of the Rutherford road and near the fork of the Rutherford & Duncombe roads containing about one and a fourth acre, bounded as follows; beginning at a stake at the corner of Rutherford Road and a 20 foot street and running thence with said street 188 1/2 feet to single line, thence with single line 140 feet to a stake being on east corner of another lot thence 188 1/2 feet to Rutherford Road, and thence with Rutherford road 130 1/2 feet to the beginning, being Lot No 8 of Rutherford Road lots purchased by C J Elford of Est of E Croft deceased.

Together with all and singular the rights, members and appurtenances thereto belonging, or in anywise appertaining and the revenues and accretions, remainder and remainders rents issues and profits thereof to have and to hold the said Lot of Land with the appurtenances unto the said Charles J Elford his heirs & assigns forever.

Provided, always, nevertheless, and it is the true intent and meaning of the parties to these presents that if the said Alberto C Burgess his heirs, Executors, or administrators shall owe and truly pay is caused to be paid unto the said Charles J Elford seven hundred dollars and interest thereon according to the sealed note above mentioned then and from thenceforth these presents shall be utterly null and void, anything here in contained to the contrary thereof in anywise 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 ought be lawful to & for the said Alberto C Burgess peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted & released and every part thereof with the appurtenances and to have receive and take the rents, issues, and profits thereof to his own particular use & behoof any thing herein contained to the contrary hereof in anywise notwithstanding. In witness whereof the said parties have hereunto set their hands & seals the day & year first above written.

Sealed & delivered in presence of

Jam^s Mauldin
Rich^d Underwood

A C Burgess
C J Elford

The State of South Carolina } Personally appeared before me James
Greenville District } Mauldin and made oath that he saw
A C Burgess sign seal & deliver the within above mortgage for the uses and
purposes therein mentioned and that he with Rich^d Underwood in the
presence of each other witnessed the due execution thereof.
Given to before me this 24th day of July 1855 D. Not. Pub. J. J. Mauldin

Recorded for the 25th of July 1855 D. Not. Pub. C. Original delivered to C J Elford

F N L on Doc