

The State of South Carolina Personally appeared before me the Honorable  
Charleston District of Seabrook and made oath that he saw the  
within named David Lopez Justice of Peace and as his act and deed  
delivered the within written deed for the uses and purposes therein mentioned  
and that W. H. Parley with the deponent was a subscribing witness to the same  
sworn before me this fourteenth day of June A. D. 1866

Recorded 15th June 1866  
A. E. Cohen  
Magistrate

Matthew M. Gaines  
David Lopez Justice of Peace

176  
The State of South Carolina  
Greenville District

To all whom these presents may  
concern, I Matthew M. Gaines of said District and State  
send greeting Whereas of the said Matthew M. Gaines in and  
by three certain Bonds or obligations of even date with these  
presents stand held and firmly bound unto David Lopez as  
Justice in the sum of Two thousand six hundred &  
sixty six dollars and Sixty six cents, by each of said Bonds  
conditioned for the payment of Three thousand dollars as  
follows to wit, One thousand three hundred and thirty three  
dollars and thirty three and one half cents on or before  
the twentieth day of April A. D. 1866, and a like sum on the  
twentieth day of April A. D. 1867, respectively, together with  
interest on the whole amount of Three thousand dollars from the  
date of these presents as in and by the said Bonds and condition  
things reference being hereunto had well more fully appear  
Now know all men that I the said Matthew M. Gaines in consider  
ation of the said debt and sum of money aforesaid and for the  
better securing the payment thereof to the said David Lopez Justice  
according to the condition of the said Bonds and also in the  
consideration of the further sum of Three dollars to me paid by  
the said David Lopez Justice at and before the sealing and  
delivery of these presents the receipt whereof is hereby acknowledged and  
granted bargain sold and released and by these presents do grant  
bargain sell and release unto the said David Lopez Justice all that  
piece parcel and Lot of land situate being and being within the  
Corporate limits of the Town of Greenville in the District of Greenville  
and State aforesaid in the fork of the Anderson and Pendleton  
Roads Lots Nos 1 & 2 Beginning near the fork of said Roads and  
Running thence South 31 West 14 1/2 feet to a stake 37 on a crop about  
sixty feet wide, thence along said Street North 74 West 28 1/2 feet  
to a stake 37 on a street sixty feet wide thence with said Street  
North 16 East 40 feet to a stake 37 on Pendleton Street thence  
with said Street South 74 East 39 feet to the beginning corner  
containing three acres and fifteen poles more or less being the  
said Lot of land which was conveyed by Warranty Deed to W.  
H. Parley by Charles A. McCallough on the 11th of Dec. 1853, by W. H. Parley to  
Charles A. McCallough by deed of 20 September 1858  
by Charles A. McCallough to the said David Lopez as Justice

by deed of May A. D. 1862, and by the said David Lopez as  
Justice to me by deed of even date with these presents, together with  
all and singular the rights, Members, hereditaments and appurten  
ances to the said premises belonging or in anywise incident or  
appertaining. To have and to hold full and singular the said  
premises unto the said David Lopez as Justice his heirs and  
assigns forever, and I the said Matthew M. Gaines do hereby bind  
myself, my heirs, executors and administrators to warrant and  
warrant defend all and singular the said premises unto the said  
David Lopez Justice his heirs and assigns from and against me  
and my heirs, executors, administrators and assigns and against any  
other person whomsoever claiming or to claim the same or any part  
thereof and it is agreed by and between the said parties, that the  
said Mortgagee his heirs, executors or administrators shall and well  
forthwith insure the house and buildings on said lot and keep the  
same insured from loss or damage by fire and assign the Policy of  
Insurance to the said David Lopez as Justice his executors  
administrators or assigns, and in case he or they shall neglect or  
fail to do then the said Mortgagee his executors administrators  
or assigns may cause the same to be insured in his or their own  
name and reimburse them or them for the premium and expenses  
under the Mortgage, Provided always nevertheless, and it is the  
true intent and meaning of the parties to these presents that  
if the said Matthew M. Gaines do and shall well and truly pay  
or cause to be paid unto the said David Lopez as Justice the  
said debt or sum of money aforesaid with the interest thereon  
if any shall be due according to the true intent and meaning  
of the said Bonds and the condition thereunder written, then this  
deed of bargain and sale shall cease determine and be utterly  
null and void otherwise it shall remain in full force and virtue  
and it is agreed by and between the parties that the said  
Matthew M. Gaines shall be permitted to hold and enjoy the  
premises until default of payment shall be made  
Witness my hand and seal this twentieth day of April in  
the year of our Lord one thousand eight hundred and sixty  
six and in the Nineteenth year of the Independence and Independence  
of the United States of America  
of W. I. Shumate 3  
Julius C. Smith 3

The State of South Carolina Personally appeared before me Julius C.  
Greenville District of Smith and made oath that he saw  
Matthew M. Gaines Sign and as his act and deed delivered the  
foregoing Mortgage for the uses and purposes therein mentioned and that  
he together with W. I. Shumate witnessed the due execution of the same  
sworn to and subscribed before me this 6th day of June A. D. 1866  
J. I. Donaldson Not Public  
Julius C. Smith  
Ex-off M. C. H.

Recorded 18 June 1866