

A. J. Westfield  
of  
James P. Moon

Mortgage  
of  
Real Estate  
The State of South Carolina

This indenture made the fifth day of November in the year of our Lord one thousand eight hundred and sixty six between James P. Moon Commissioner of the Court of Equity of the one part and Araminta J. Westfield of the other part witnesseth that the said Araminta J. Westfield stands indebted to the said James P. Moon Commissioner as aforesaid by Bond for Money Now this indenture witnesseth that the said Araminta J. Westfield for and in consideration of the said debt or sum payable as aforesaid to the said James P. Moon Commissioner as aforesaid, and for the better securing the payment thereof to the said James P. Moon Commissioner as aforesaid according to the Bond aforesaid, and also in consideration of the sum of three dollars by him the said James P. Moon Commissioner as aforesaid to the said Araminta J. Westfield in hand paid at and before the signing and delivery of this present do grant bargain sell alien release convey and confirm unto the said James P. Moon & Co. and to his Successors in office forever all that lot or parcel of land situated lying and being in the village of Greenville on Main Street in the District of Greenville State of South Carolina being the House and Lot on which James J. Westfield resided at the time of his death, and this day sold by the Commissioner in Equity and purchased by the said Araminta J. Westfield, together with all and singular the rights members and appurtenances thereto belonging or in anywise appertaining, and the rents and revenues remaining unto him and profits thereof to have and to hold the said House and Lot with the appurtenances unto the said James P. Moon and his Successors in office forever provided always nevertheless that if the said Araminta J. Westfield her Executors or Administrators shall will and truly pay or cause to be paid unto the said James P. Moon his Successors in office or assigns the sum of Two thousand and twenty five dollars twelve months after date with interest according to the Bond above mentioned then and from thenceforth these presents shall be utterly null and void anything herein 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 let forth and the interest for the same, it shall and may be lawfully and for the said Araminta J. Westfield peaceably and quietly to hold use occupy pass up and enjoy all and singular the premises above granted and released and every part thereof with the appurtenances and to have and receive later the rents issues and profits thereof to his own particular use and behoof anything herein contained to the contrary hereof in anywise notwithstanding. In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Seal and delivered in the presence of  
 33 Reams Stamp  
 A. J. Westfield  
 Monteville Cooper David G. Gaillard  
 Canceled 1/17/67

The State of South Carolina Personally appeared before me the Cooper and Greenville District made oath that in law Araminta J. Westfield sign seal and deliver this within Mortgage for the uses and purposes therein mentioned and that he with David G. Gaillard in the presence

of each other witnessed the execution thereof  
 done to before me this 7th day of November 1866  
 J. P. Moon Ex off Magist  
 Monteville Cooper  
 Recorded 23 January 1867

J. B. & E. Martin  
of  
James E. Hazard

367 The State of South Carolina  
Pickens District  
Witness Benjamin Hazard late of the State  
and District aforesaid but now deceased on the 23<sup>rd</sup>

day of July 1852 made and published his Last will and testament wherein among other things he devised as follows to wit to my beloved daughter Elmira E. Hazard who has since intermarried with Phillip B. Martin I will and bequeath the tract of land known as Casars Head with all the appurtenances thereto belonging to the heirs and the Lum Pitts Road to her and her heirs forever, and whereas during the life of the said Benjamin Hazard deceased other arrangements were made to the said tract of land and other property mentioned in the above recited clause of the said Last will and testament, but the said Benjamin Hazard having died without having either executed the necessary papers to carry the true letter or tenor of the said clause of the said will, the titles to the said tract of land and other property now rest and remain in the said Elmira E. Martin and whereas in a settlement had and made by and between the heirs at law of the said Benjamin Hazard deceased and the Administrator with the will annexed the arrangements above mentioned were recognized and an agreement entered into between the parties that each one of the children of the said Benjamin Hazard deceased should have and take one equal share being one fifth part thereof of the said tract of land and other property mentioned in the clause of the said will above recited, and whereas the said agreement has been acted upon in the settlement above referred to, by each one of the children of the said deceased being charged with and accounting for one equal share being one fifth thereof at a certain valuation agreed on among themselves, Now know all men by these presents that for and in consideration of the above premises, and for the purpose of securing titles to the parties entitled and in the further consideration of five dollars to us in hand paid before the signing and sealing of these presents the receipt whereof is hereby acknowledged We the said Phillip B. Martin and Elmira E. Martin his wife have granted bargain sold and released and by these presents do grant bargain sell and release unto James E. Hazard one fifth of all that Piece parcel or tract of land situated lying and being in Greenville District and State aforesaid on the summit of Casars Head Mountain containing about Four hundred and eighty Acres more or less and being known and designated as Casars Head when on the Casars Head Hotel now stand and the Turnpike Road now runs, It being the proper estate of the said Elmira E. Martin together with all and singular the rights members and appurtenances thereto belonging or in anywise incident or appertaining to have and to hold all and singular the premises above mentioned unto the said James E. Hazard his heirs and assigns forever in trust nevertheless to and for the following uses and purposes that is to say In trust to and for the use