

The Greenville and Columbia Railroad Company
do
C. D. Melton

The State of South Carolina
To all whom these presents may come
- cert. The Greenville and Columbia Railroad Company a body corporate of said State send greeting

Whereas the Greenville and Columbia Railroad Company by the Board of Directors thereof at several meetings held on the 14th and 15th day of May 1866 and on the 1st and 2^d day of August 1866 and on the 10th day of September 1866 and on the 28th day of January 1867 and on the 25th day of March 1867 for the purpose of arranging and securing that portion of its indebtedness which is not secured by its mortgage of 18th January 1854, and by the Guaranty of the State of South Carolina and the Statutory lien arising therefrom as well as for other purposes of the said Company did authorize an issue of Coupon Bonds and Certificates of Indebtedness for the sum of Fifteen hundred thousand dollars and the Execution by the President of the said Company to some suitable person as Trustee a second Mortgage of the property and Estate of the Greenville and Columbia Railroad Company for the sum of Fifteen hundred thousand dollars to secure the payment of the said Coupon Bonds and Certificates of Indebtedness, and Whereas the second Mortgage thus provided for is to be subject to the lien of the first Mortgage and the Statutory lien aforesaid and Whereas in pursuance of the premises aforesaid the said Greenville and Columbia Railroad Company have by its proper officers and under its Corporate Seal Executed two thousand Coupon Bonds each for the sum of Five hundred dollars and also Certificates of Indebtedness amounting to Five hundred thousand dollars, which Coupon Bonds and Certificates of Indebtedness are to be used and issued hereafter for the purpose aforesaid and are to bear date respectively as they may be issued and are to be payable twenty years after the date thereof respectively and are to bear interest at the rate of seven per cent per annum from date which interest is to be paid semiannually both the principal and interest of the said Bonds and Certificates of Indebtedness being payable at the office of the said Company in the City of Columbia in the State of South Carolina and the said Bonds and Certificates of Indebtedness are to be payable in consideration of the sum of Five hundred thousand dollars by Cyrus D. Melton Esquire to the said Greenville and Columbia Railroad Company at and by the delivery and delivery of these presents the receipt whereof is here by acknowledged, the said Greenville and Columbia Railroad Company have granted bargain and sold

assigned set over, and released and mortgaged and by these presents do hereby grant bargain and sold assign set over release and mortgage unto the said Cyrus D. Melton Esquire the entire property and estate of the Greenville and Columbia Railroad Company being the entire Railroad of said Company running from Columbia to Greenville and to Anderson and Abbeville in said State including the bed and Superstructure of said Railroad the material iron timber tools Locomotive Engines Cars and other rolling stock Depots Stations Workshops Fixtures Machinery, all the Real Estate and rights of way and other easements and all the corporate rights franchises and privileges of the said Company except only such material machinery and stock as may become unseizable together with all and singular the right incidents and appurtenances to the said premises and property belonging or in anywise incident or appertaining. To have and to hold all and singular the said entire property and Estate of the Greenville and Columbia Railroad Company being the entire Railroad of said Company running from Columbia to Greenville and to Anderson and Abbeville in said State including the bed Superstructure of said Railroad the material iron timber tools Locomotive Engines Cars and other rolling stock Depots Stations Workshops Fixtures Machinery all the Real Estate and right of way and other easements and all the corporate rights franchises and privileges of the said Company excepting only such machinery material and stock as may become unseizable until the said Cyrus D. Melton Esquire his heirs and assigns forever. But only for the following named trusts uses and purposes, and for and upon no other use purpose or trust whatsoever. That is to say that the said Cyrus D. Melton Esquire is to receive this Mortgage by legal delivery and to later and hold all the rights and lien therein and thereby conveyed solely in behalf of and to the use and behoof of the person respectively who may hereafter become the holder and owners of the Coupon Bonds and Certificates of Indebtedness herebefore set forth and the payment of which this Mortgage is intended to secure, and further to keep this Mortgage in behalf of the persons so holding or becoming owners of the said Coupon Bonds and Certificates of Indebtedness and to permit the said holders or owners to have access to the said Mortgage and on the request in writing of the holder or owner of such Bonds or Certificate of Indebtedness to the amount of Five hundred thousand dollars to permit the said holder or owners at their own cost and risk to use the name of him the said Cyrus D. Melton Esquire as said Trustee in any proceeding legal or Equitable which said holder or owners may desire to institute under said Mortgage. Provided always nevertheless, and it is the true intent and meaning of these presents that if the Greenville and Columbia Railroad Company do and shall well and truly pay or cause to be paid unto the persons respectively who may become holders or owners of said Coupon Bonds and Certificates of Indebtedness aforesaid