

Containing one hundred and one quarter acres more or less & this day sold as lot No 4 of the real estate of Chief Justice Ordeal. To have and to hold the said lot of land unto the said Silas Johnston Esq Commissioner in Equity his Successors in office and assigns for ever provided always nevertheless that if the said James H. Dearlow his executor or administrators shall and do will and truly pay or cause to be paid unto the said Silas Johnston Esq Commissioner as aforesaid or his Successors in office or assigns the full and just sum above mentioned according to the true intent and meaning of the Bond aforesaid and of these presents then this deed of bargain and sale and all and every clause article and thing therein contained shall cease determine and be utterly void and of none effect anything herein before contained to the contrary thereof in anywise notwithstanding. And it is hereby declared by and between the parties and the said James H. Dearlow for executor administrators and assigns doth covenant promise and agree to and with the said Silas Johnston Esq Commissioner as aforesaid and his Successors in office and assigns by these presents that if default shall happen to be made of or in payment of the said sum above mentioned according to the true intent and meaning of the said Bond that then and in such case it shall and may be lawful to and for the said Silas Johnston Esq or his Successors in office from time to time and at any times hereafter peaceably and quietly to enter into any or all the messuages tenements or tenements of the said James H. Dearlow unto to take in to his custody and possession and the same to hold & detain to his own use and behoof as his own proper goods & chattels from thenceforth and for ever for the or the same to sell and dispose of at his will and pleasure whenever the same shall or any should should happen to be after paying of the said sum above mentioned unto the said James H. Dearlow his heirs Executors administrators or assigns. In Witness Whereof I have hereunto set my hand and seal this Eleventh day of December in the year of our Lord and thousand eight hundred and Sixty eight and in the thirty third year of the sovereignty and Independence of the United States of America signed sealed and delivered in the presence of James P. Moore & Review stamp
W. A. McDaniel

South Carolina Personally appeared before me J. P. County of Greenville J. Moore and made oath that the above

was H. Dickson sign seal and deliver the within mortgage for the uses and purposes therein mentioned and that W. A. McDaniel together with himself witnessed the due execution of the same sworn to before me this 16th day of December 1868
W. A. McDaniel c. p. t.
Magist. Ex. Off. c. p. t. Recorded 18 Decr 1868

H. D. Roe
to
Silas Johnston
Mortgage
Real Estate
South Carolina 139
County of Greenville
To all to whom these presents shall come

I Henry D. Roe of the County of Greenville in the State of South Carolina do hereby certify that the said Henry D. Roe stands indebted to Silas Johnston Esq Commissioner in Equity for Newberry County Commissioner Money Bonds in the sum of One thousand five hundred and ten dollars to be paid twelve months after date with interest from date, and dated the twentieth day of December A.D. 1868 as in and by the said Bond & Relation hereunto being had doth more fully and at large appear Now know ye that I the said Henry D. Roe for the bill in securing the payment of the said sum above mentioned unto the said Silas Johnston Esq Commissioner in Equity or his Successors in office or assigns together with interest for the same have bargained and sold and by these presents do bargain and sell and in plain and open market deliver unto the said Silas Johnston Esq Commissioner in Equity aforesaid all that tract parcel or lot of land situated upon Equity aforesaid all that tract parcel or lot of land situated lying and being in the County and State aforesaid or South of my River beginning at a point in my own or said River running N 27° E 37.50' to Post Oak St on cut down thence N 27° E 12.57' to a White Oak on thence N 4° E 31.01' to Stone St on Black oak gone thence N 77° W 34.00' to a large white Oak St on dead and down on a branch the down said branch to Stone St on Black oak gone thence N 85° W 16.50' to a stake St on in road thence along said Road (McElhays Foot Road) 40.00 chains to the fork of branch to Black Oak St thence down the branch 50.00 chains to the River thence down the River to the beginning corner containing three hundred and fifty nine and three fourths or less as tract No 2 this day. To have and to hold the said tract of land unto the said Silas Johnston Esq Commissioner in Equity his Successors in office and assigns for ever provided always nevertheless that if the said Henry D. Roe his executor or administrators shall and do will & truly pay or cause to be paid unto the said Silas Johnston Esq Commissioner as aforesaid or his Successors in office or assigns the full and just sum above mentioned according to the true intent and meaning of the Bond aforesaid and of these presents then this deed of bargain and sale and all and every clause article and thing therein contained shall cease determine and be utterly void and of none effect anything herein before contained to the contrary thereof in anywise notwithstanding and it is hereby declared by and between the parties and the said Henry D. Roe