

State of South Carolina, Personally appeared before me James  
 Greenville County, J. R. Scott and, made oath that he saw  
 James M. Benson sign seal and deliver the within deed of conveyance  
 for the uses and purposes therein mentioned, and that J. J.  
 Donahut together with said Deponent was a subscribing witness thereto  
 sworn to and subscribed before me this 28<sup>th</sup> day of July A.D. 1869  
 J. J. Donahut P. J. G. C. Jas. R. Scott  
 Magist. Ex officio E. C.

State of South Carolina, J. J. Donahut one of the Magistrates  
 Greenville County of the said State and County do hereby  
 certify unto all whom it may concern, that Mrs. Elizabeth Benson  
 the wife of the within named James M. Benson did this day appear  
 before me, and upon being privately and separately examined by me  
 did declare that she does freely, voluntarily, and without any compul-  
 sion, dread or fear of any person or persons whatsoever, renounce  
 release and forever relinquish unto the within named Thomas B.  
 Thurston his heirs and assigns, all her interest and estate  
 and also all her right and claim of Dower of in or to all  
 and singular the premises within mentioned, and released  
 given under my hand and seal this twenty ninth day of  
 July A.D. 1869  
 J. J. Donahut P. J. G. C. Elizabeth Benson  
 Magist. Ex officio E. C.

Recorded 29 July 1869

The said Judge of Probate and his Successors and assigns forever  
 all that tract piece parcel or lot of land situate in the County of  
 Greenville and State of South Carolina within the incorporation  
 of the City of Greenville adjoining lands of J. S. Cobb J. C. Dudley let-  
 tals of Mrs Susan W. Thurston and others and containing six acres  
 more or less Together with all and singular the hereditaments rights me-  
 mbers and appurtenances whatsoever to the same belonging or in any  
 wise appertaining, and the revenues and remainders rents issues  
 and profits thereof, and of every part thereof, and also all the  
 estate right title interest trust and possession benefit property  
 dower claim and demand whatsoever of me the said James  
 M. Benson of into or out of the same or any part thereof,  
 I have and do hold the said tract or parcel of land and all  
 and singular other the premises herein before mentioned or intenc-  
 ed to be hereby released with their and every of their rights me-  
 mbers and appurtenances unto the said Judge of Probate his  
 Successors and assigns to his and their only proper use benefit  
 and behoof, Provided never the less and it is the true intent and  
 meaning of these presents and the estate hereby granted is upon  
 the condition that if I the said James M. Benson my heirs  
 executors administrators or assigns or either of them shall pay  
 unto the said Judge of Probate his Successors or assigns the said  
 full sum of Six hundred Dollars with lawful interest for  
 the same at the time and according to the terms mentioned  
 in the condition of the before recited Bond or Obligation with-  
 out any deduction defalcation or abatement whatever,  
 then these presents and the release hereby made and also  
 the above recited Bond or Obligation shall cease and be  
 absolutely void, And I the said James M. Benson for  
 myself and my heirs executors administrators and assigns  
 do hereby covenant to and with the said Judge of Probate  
 his Successors and assigns in manner following that I  
 the said James M. Benson my heirs executors administra-  
 tors or assigns or some of them shall well and truly pay  
 unto the said Judge of Probate his Successors or assigns the  
 said sum of Six hundred Dollars with interest as aforesaid  
 according to the terms and at the periods mentioned in the  
 condition of the before recited Bond or Obligation, and that  
 the said release premises now and at all times from  
 and after any default shall happen to be made in  
 payment of the said sum of money and interest as aforesaid  
 and or any part thereof shall be and remain free and  
 clear of all former and other grants mortgages  
 and encumbrances whatsoever had and do committed  
 or suffered by me the said James M. Benson and also  
 that the said J. J. Donahut Judge of Probate his Successors or  
 assigns shall and may at all times after default shall  
 happen to be made in the premises of the premises or condi-  
 tion herein contained peacefully enter into and hold in  
 possession and enjoy the said premises and the

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Jas. M. Benson vs J. Donahut	Mortgage	The State of South Carolina do call to witness these Presents shall come or be made known, I James M. Benson of Greenville County, State of South Carolina. Whereas I the said James M. Benson do by certain Bonds or Obligation duly executed bearing date with these Presents stand bound unto J. J. Donahut Judge of Probate of the County of Greenville in the State of South Carolina in the sum of Six hundred Dollars with conditions for the payment of Six hundred Dollars with lawful interest for the same to be paid at the different periods in said conditions mentioned. And I know all well that I the said James M. Benson in consideration of the said debt or sum of Six hundred Dollars for the better securing the payment of the same with interest unto the said Judge of Probate of Greenville County to his Successors and assigns according to the conditions of the said Bonds and also in consideration of the further sum of one dollar like money to me the said James M. Benson by the said Judge of Probate before the sealing and delivery of these presents well and truly give the receipt whereof is hereby acknowledged, have granted bargained sold ren- ounced released and confirmed, and by these presents do grant bargain sell release and confirm unto
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