

Together with all and singular the Rights Members and appertinances thereof belonging or in any wise appertaining and the Possions and severals Remainder and remainders rents issues and profits thereof to have and to hold the said tract of Land with the appertinances unto the said J. D. Southern and his Successors in office forever. Provided always nevertheless And it is true intent and meaning of the Parties to the these presents that if the said S. B. Lally and Isaac Kelly their heirs executors or administrators shall well and truly pay or cause to be paid unto the said J. D. Southern Esquire his Successors in office or assigns the sum of three hundred Dollars according to the condition of the Bond above mentioned then and from thenceforth these Presents shall be utterly null and void anything herein contained to the contrary thereof in any wise 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 set forth and the interest for the same if shall and may be lawful to and for the said S. B. Lally and Isaac Kelly peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted and belated and every part thereof with the appertinances and to have receive and take the rents issues and profits thereof to their own particular use and behoof anything herein contained to the contrary thereof in any wise notwithstanding In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written signed sealed and delivered

in the presence of J. B. Lally Esq Isaac Kelly Esq  
 J. D. Southern  
 J. D. Southern

The State of South Carolina Personally appeared before me J. D. Southern and made oath that he saw S. B. Lally & Isaac Kelly sign seal and deliver the within Mortgage for the use and purposes therein mentioned and that he with J. D. Southern in the presence of each other witnessed the due execution thereof to be before me this day of July 1871

W. M. Daniel  
 C. C. P. & Maget Recorder 7<sup>th</sup> February 1871

William H Perry & Isaac Kelly State of South Carolina  
 Greenville County  
 John S. Foster

Made this sixth day of February 1871 between William H. Perry and Henry J. Strode of the one part and John S. Foster of the other part witnesseth as follows The party of the first part agree to lease to the party of the second part that parcel or parcels of Land containing six acres more or less for terms of ten years from the date the said parcel of Land being a portion of the tract conveyed by party of the second part to the party of the first part by deed of their date and lying between what is known as Shoal branch and the upper line of R. F. Foster's land and is to include no other land on the other side of said Branch the party of the second part agree to cultivate the said land in a husband like manner and to pay to the party of the first part one third of every thing raised on said land each year and if the said party of the second part fails to pay the rent as above agreed at the end of each year then this lease is to terminate and expire and be null and void and the party of the first part shall have authority to take possession of the said land The said party of the second part is to have such land on the above described tract as he may clear rent free for the term of three years from the time of clearing provided it does not extend beyond the two years for which the lease is made and after the expiration of ten years he is to pay rent for said Land cleared as for the rest of the Land hereunto leased and now closed

Witness  
 B. F. Perry  
 J. L. Norman  
 William H. Perry  
 Henry J. Strode  
 John S. Foster

South Carolina Personally appeared before me B. F. Perry Greenville County and made oath that he saw W. H. Perry, H. J. Strode and John S. Foster sign seal and acknowledge the within paper for the use and purposes therein mentioned and that J. L. Norman together with himself witnessed the due execution of the same to be before me this day of February 1871

W. M. Daniel  
 C. C. P. & Maget Recorder 7<sup>th</sup> February 1871