

John G. Smith Mortgage of the State of South Carolina

W. A. Jennings

This Indenture made the thirty first day of January in the year of our Lord one thousand eight hundred and seventy two between John G. Smith of the one part and William A. Jennings of the other part witnesses whereof the said John G. Smith stands partly indebted to the said William A. Jennings in full spent sum of one thousand ninety dollars by seal note given this day one day after date Now the Indenture witnesseth that the said John G. Smith for and in consideration of the sum of one thousand ninety dollars and also in consideration of the sum of three dollars to the said John G. Smith by the said W. A. Jennings in hand paid at and before the sealing & delivery of these presents have granted bargain sold and released and by these presents do grant bargain sell and release unto the said W. A. Jennings all these two certain pieces of land and tract of lands lying and being in the County of Sumner & State of South Carolina on the Ladagee Road about six miles from Sumner Court House tract No 1 containing one hundred & twenty five acres more or less beginning on S. O. 34 thence S 80 W 69.50 to Stake 37 thence S 41 E 20 to a Stake 37 fur. Fowler corner corner thence S 74 1/2 W 44 to a Stake 37 to Stake corner thence S 61 E 44 to B Smith & Co. line to the beginning tract No 2 containing eighty one acres more or less beginning the above tract beginning on a S. O. 37 thence S 11 W 23 E 47 to the Ladagee Road to the Ladagee Road & Sumner Road to a well thence S 25 W 33 to B. O. 37 thence S 18 E 25 to a Stake 37 the beginning corner the two tracts containing two hundred & twenty six acres more or less together with all and singular the right & Member Hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining to them and hold all and singular the premises herein mentioned unto the said W. A. Jennings his heirs and assigns forever And I do hereby bind my heirs executors and administrators to warrant defend support and assign against you and my heirs W. A. Jennings his heirs and assigns forever lawfully claiming or to claim the same in any part thereof

Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said John G. Smith his heirs executors or administrators shall well and truly pay or cause to be paid unto the said W. A. Jennings the sum of one thousand ninety dollars according to the tenor of the said note and also the sum of three dollars above mentioned then and from that time forth these presents shall be utterly null and void and of no effect in any wise notwithstanding the contrary thing in any wise notwithstanding

In witness whereof the said parties have hereunto set their hands and seals the day & year first above written sealed and delivered in the presence of

John G. Smith
 John H. Duncan
 W. A. Jennings

And thence north on said road to a Stake fifty one and one half feet corner of J. C. Power lot thence three hundred perches with fence to J. C. Power lot to the Beginning corner together with all and singular the right Member Hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining to them and hold all and singular the premises herein mentioned unto the said John G. Smith his heirs and assigns forever And I do hereby bind my heirs executors and administrators to warrant defend support and assign against you and my heirs W. A. Jennings his heirs and assigns forever lawfully claiming or to claim the same in any part thereof

Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said John G. Power his heirs executors or administrators shall well and truly pay or cause to be paid unto the said John G. Smith his heirs or assigns the sum of three hundred dollars interest at seven per cent per annum according to the note herein above mentioned then and from that time forth these presents shall be utterly null and void anything herein contained to the contrary thing 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 above sum or before let forth and the interest for the same to be paid and may be lawful to and for the said John G. Power peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted and released and in any part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his more particular use and behoof anything herein contained to the contrary thing in any wise notwithstanding In witness whereof the said parties have hereunto set their hands and seals the day & year first above written sealed and delivered in the presence of

John G. Power
 John H. Duncan
 W. A. Jennings

The State of South Carolina Personally appeared James M. Smith of Sumner County South Carolina and made confession to me J. C. Power J. G. Smith being duly advised the above mortgage for the amount of one thousand ninety dollars and that he with Joel H. Duncan in the presence of each other witnessed the due execution thereof and he before me this 31st day of January 1872

J. C. Power
 Not Pub. J. C. Power
 Ric 31st January 1872