

from date until paid as in and by the said Bond and Conditions thereof reference being thereunto had well more fully appear Now know all men that I the said Washington Howell in Consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said Augustus D. Hoke according to the Conditions of the said Bond and also in Consideration of the further sum of three Dollars to me the said Washington Howell, in hand well and truly paid by the said Augustus D. Hoke at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged I the said Washington Howell have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Augustus D. Hoke all that certain piece parcel and tract of land containing one Hundred and fifty acres more or less situate lying and being in said County and State about seven miles from Greenville C.N. on the Road leading from Greenville C.N. to Batesville Station bounded on the East by lands now or heretofore belonging to Willis Jeff on the North by John Watson on the West by Archibald Miller & then by Edmund Miller to the Beginning Having such lesser Corners and distances as are set forth in the deed of Conveyance of said land from John Fowler to said Washington Howell bearing date 3^d December, A.D. 1858 and recorded in Register Messrs Carnahan's office Book 7 page 506. Together with all and singular the right appurtenances & appertinences to the said premises belonging or in any wise incident or appertaining to them and to hold all and singular the said premises unto the said Augustus D. Hoke his heirs and assigns forever and I the said Washington Howell do hereby bind me my heirs executors and administrators to warrant and firm defend all and singular the said premises unto the said Augustus D. Hoke his heirs and assigns forever and against me and my heirs executors administrators and assigns and against every person whomsoever lawfully claiming or to claim the same or any part thereof And in Consideration of the Premises I do hereby release & waive any & all right titles and advantages by virtue of the provisions of an act of the General Assembly of the State of South Carolina entitled an act to determine and perpetuate the boundaries of the 9th day of September in the year of our Lord 1868 so that the above described premises or any part thereof held by me as grantor under the said act or

acts or by virtue and in pursuance thereof may be sold & disposed of to satisfy and pay and discharge the said debt and sum aforesaid with the interest thereon and fines forfeitures and penalties if any shall be due according to the said Bond and Conditions thereunder written in case of default of payment thereof Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if I the said Washington Howell do and shall well and truly pay or cause to be paid unto the said Augustus D. Hoke his certain attorney or assigns the said debt or sum of money aforesaid with the interest thereon and fines forfeitures and penalties if any shall be due according to the true intent and meaning of the said Bond and Conditions hereunder written then this deed of bargain and sale shall cease determine and be utterly null and void otherwise it shall remain in full force and virtue And it is agreed by and between the said parties that the said Washington Howell his heirs executors or administrators shall and will insure the house and buildings on said lot and keep the same insured from loss or damage by fire and assign the policy and that in case I or shall at any time neglect or fail so to do then the said Augustus D. Hoke may cause the same to be insured in his name and reimburse me premium and expenses of such insurance under this mortgage And it is further agreed by and between the said parties that I the said Washington Howell in to hold & enjoy the said premises until default of payment shall be made Witness my hand & seal this sixth day of February in the year of our Lord one thousand eight hundred and seventy two and in the 34th year of the Independence of the United States of America
 Second hand returned & the W.D. entered }
 Revenue Stamp of 50 Cents affixed & cancelled } W. Howell
 in the presence of }
 J. L. Donaldson }
 W. A. McNeill }
 My State of South Carolina Personally appeared before me }
 County of Greenville J. L. Donaldson and made oath }
 that he saw the within named Washington Howell sign seal & as his }
 act and deed deliver the within written deed and that he with }
 W. A. McNeill witnesses the execution thereof as well as the }
 Cancellation of the W.D. entered Revenue Stamp of 50 Cents affixed }
 sworn to before me this sixth day of February 1872 }
 W. A. McNeill } J. L. Donaldson
 C. P. M. J. G. office } Recorder 7th Feb 1872