

South Carolina. This Indenture made the Eighth day of February in the year of our Lord one thousand eight hundred and twenty two between John Brittenden of the one part. and Samuel Earle of the other part. Witnesseth where the said John Brittenden stands indebted to the said Samuel Earle by bond dated this day, and payable on the 25th day of December next, in the sum of one thousand dollars with interest thereon from the twenty fifth day of December last until paid being money lent by the said Samuel Earle to the said John Brittenden. Now this indenture witnesseth that the said John Brittenden do and in consideration of the said debt or sum payable as aforesaid to the said Samuel Earle and for the better securing the payment thereof to the said Samuel Earle according to the tenor & effect of the condition of the bond aforesaid and also in consideration of the sum of one dollar. To him the said Samuel Earle to the said John Brittenden in hand paid before the sealing and delivery of these presents do grant, bargain, sell, alien, release, convey and can firm unto the said Samuel Earle and his heirs and assigns for ever all that parcel of Land in the village of Greenville on which some live being lots in the said village known in the place thereof as Nos. 4, 5 & 6 the first of which was conveyed to me by John Taylor by deed as the 6th of April 1814. And the two latter by Joseph Ayres & William Ayres by deed dated 28th of April 1814. having such shape, courses & dimensions as are set forth in said deed of conveyance, reference being thereto made including my dwelling house and houses and Gas cess. Together with all and singular the Rights, members appurtenances thereto belonging or in any wise appertaining and the residue and remainder and remainders rent issues and profits thereof To Have and to hold the said Lot or parcels of Land with the the appurtenances unto the said Samuel Earle his heirs and assigns for ever provided always nevertheless the less and it is the true intent and meaning of the parties to these presents that if the said John Brittenden his heirs, Executors or administrators shall well and truly pay or cause to be paid unto the said Samuel Earle the sum of one thousand dollars with the interest as aforesaid according to the condition of the bond on the 25th December next a bond mentioned then and from thence forth these presents shall be utterly null and void any thing 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 it shall and may be lawful to and for the said John Brittenden peaceably and quietly to hold use occupy possess and enjoy as and singular the premises aforesaid granted and released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his own particular use and behoof any thing herein contained to the contrary hereof 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 sealed and delivered in the presence of Juniah Cleveland Sandy Walker } John Brittenden (Seal)
 The State of South Carolina } Personally appeared Juniah } Samuel Earle by B. Earle
 Greenville District } Cleveland and made oath } agent & attorney -
 that he saw John Brittenden sign seal and acknowledge the within Mortgage to Samuel Earle for the uses and purposes therein mentioned and that Sandy Walker was a subscribing witness to the same with himself sworn to this 27 day of April A.D. 1827 before me J. H. Goodlett C. J. Juniah Cleveland