

and condition thereof amounting to Eight Hundred Thousand dollars and besides interest on the same as aforesaid are also in consideration of the further sum of Ten dollars to the said Greenville and Columbia Rail Road Company paid by the said Charles Mc Truman Esquire up and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the Company aforesaid. Have Granted Bargained Sold and Released Assigned Set over and Delivered and by these presents do grant, bargain, sell and release assign set over and deliver unto Charles Mc Truman Esquire President of the Bank of the State of South Carolina the entire Rail Road and to Melville and Anderson including the land and superstructure of said road throughout in the Constitution, the now, the Stations, Station Houses, Depots, Fixtures Workshops and Machinery, Rolling Stock and all the said and Real estate belonging to the said Company of every nature and kind whatsoever except a Tract of timber land in Edgefield District said to contain about Fifteen hundred acres and the land at Greenville not needed for the use of the Company the purpose to be reserved for the Depot of the Company at Greenville in which is included hereunto be made Holes.

Together with all and singular the rights, franchises, immunitiess, easements and appurtenances to the said premises and property belonging or in any wise incident or appertaining

To the same and to the odd all and singular the said premises Road bed, Tract, Superstructure, House, Stations, Station Houses Fixtures, Workshops and Machinery Rolling Stock and Real Estate of the said Rail Road Company to the said Charles Mc Truman Esquire his heirs and assigns forever. The first sum being used for the following uses and purposes and no other.

First The said Charles Mc Truman Esquire is to receive the money by legal delivery in behalf of and for the benefit of all the creditors of the said Company now holding or that may hereafter hold the Bonds of the Company above described.

Second The said Charles Mc Truman Esquire shall keep this Note Tgge in his possession as on deposit so that creditors of the said Company holding the Bonds aforesaid may at all times have access to the same.

And for the purpose of Legal or Equitable proceedings the said Charles Mc Truman consents that the aforesaid Bonds Holders or any of them may use his name always however at the risk of creditors or auditor so using this name as to cost

Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said Greenville and Columbia Rail Road Company do and shall ever truly pay a sum to the said into the said Bonds Holders as well those who are now as those who may hereafter become the Holders of the Bonds above described the said sum of money respectively specified in the Bonds upon