

my heirs, or executors, administrators and assigns, and all other persons lawfully claiming or to claim the same or any part thereof, Provided, always, nevertheless, and it is the true intent and meaning of the Parties to these presents, that if the said Wesley Payne do and shall not and truly pay or cause to be paid unto the said James A. Towne successors in office the said debt or sum of Money aforesaid with the interest thereon (if any shall be due) according to the true intent and meaning of the said Bonds and condition therein under 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 I the said Wesley Payne am to hold and enjoy the said premises until default of payment shall be made.

Witness my hand and seal this 5th day of July in the year of our Lord one thousand eight hundred and fifty five and in the 79th year of the sovereignty and independence of the United States of America.
 Signed, sealed and delivered in the presence of
 of A. D. Hoke, J. D. Goodlett
 Wesley Payne
 Seal

South Carolina Personally appeared before me in the
 District and makes oath that he saw Wesley Payne
 sign, seal and deliver the within mortgage for the use and purpose
 therein mentioned and that J. D. Goodlett was not himself
 a subscribing witness to the same.

Given to and subscribed before me this 9th Day of February 1855
 A. D. Hoke C. C. J. & Mag. C. off.

Recorded for the 8th July 1855 by A. D. Hoke R. M. C.

Original delivered to J. A. Towne

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