

said John A. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, and also in consideration of the sum of One Dollar to the said Wilson Barton by him the said John A. Leland, Superintendent as aforesaid, in hand paid, at and before the sealing and delivery of these presents, do grant, bargain, sell, alien, release, convey and confirm unto the said John A. Leland, and to his successors in office and assigns, forever, all that tract or parcel of land, situate in the District aforesaid, lying on both sides of the Saluda Mountain Stream, on the waters of Fall Creek, a branch of Saluda River, bounded by other lands of the said Barton, by Daniel Price's land, and by the North Carolina line. Together with all and singular the rights, members and appurtenances thereto belonging, or in any wise appertaining, and the reversion and reversions, remainders and remainders, rents, issues, and profits thereof, to have and to hold, the said tract of Land, with the appurtenances, unto the said John A. Leland, his successors in office, and assigns, forever.

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Wilson Barton, his Heirs, Executors or Administrators, shall well and truly pay or cause to be paid, unto the said John A. Leland, his successors in office or assigns, the sum of according to the Bonds above mentioned, then and from thenceforth, 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 Wilson Barton, peaceably and quietly to hold, use, occupy, possess and enjoy, all and singular the premises above 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 thereof in any wise notwithstanding.

In witness whereof, the said parties have hereunto set their hands & seals, the day and year first above written.

Sealed and delivered, in the presence of

W. H. Griffin.

Wilson Barton.

Wilson Barton. S. C.

The State of South Carolina  
Greenville District.

Personally appeared before me, W<sup>m</sup> H. Griffin, and made oath that he saw Wilson Barton sign, seal and deliver the above Mortgage, for the uses and purposes therein mentioned; and that he with Wilson Barton in the presence of each other, witnessed the due execution thereof.

Came to before me, this twentieth

day of July, 1844.

John Phillips, J. P.

Recorded for 22<sup>nd</sup> July, 1844.

W. H. Griffin

Original delivered to