



C. C. Montgomery *Montgomery* *South of South Carolina*
 N. C. Ovington *that* *of* *the* *State* *of* *South* *Carolina*
 This Indenture made the twenty second day of January in the year of our Lord one thousand eight hundred and seventy two between C. C. Montgomery of the one part and N. C. Ovington of the other part witnesseth whereas the said C. C. Montgomery has this day given his sealed note to the said N. C. Ovington for the sum of \$1000 Dollars one day after date in the interest at ten per cent per annum and for value received Now this Indenture witnesseth that the said C. C. Montgomery for and in consideration of the said debt or sum payable as aforesaid and for better securing the payment thereof to the said N. C. Ovington according to the said obligation aforesaid and also in consideration of the sum of five Dollars by the said N. C. Ovington to the said C. C. Montgomery 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 N. C. Ovington and to his heirs and assigns forever all that tract of land lying in the State and County aforesaid about ten miles above the City of Greenville on the Pop Creek Road and on a branch of Green River containing two hundred and forty acres being the same tract bounded to me as by Plat of N. D. Howell of said County bearing date the 29th day of December 1871 see the same for more particular description of the said tract said tract of land is also known as the Howell Land together with all and singular the rights minerals and appurtenances thereto belonging or in any wise appertaining and the revenues & revenues & remainders and remainder ends issues and profits thereof to have and to hold the said above described tract of land with the appurtenances unto the said N. C. Ovington and to his heirs and assigns forever Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said C. C. Montgomery or his heirs executors or administrators shall sell and take any or any part of the said debt or sum of five Dollars according to the said note above mentioned they and their heirs executors and administrators shall be utterly null void anything herein contained to the contrary 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 & may be lawful to and for the said C. C. Montgomery peaceably and quietly to hold use occupy possess and improve and regulate the premises above granted and