

Benjamin Smith  
to  
Baylis Smith

Assignment

South Carolina  
Greenville District  
Know all men by these presents that I Benjamin Smith of the State & District aforesaid for and in consideration of Two thousand & Eleven Dollars to me in hand paid by Baylis Smith have assigned to the said Baylis Smith and his assigns all my interest in the Real Estate of Benjamin Smith deceased now sold and the proceeds in the hands of S. A. Towns Commissioner in Equity for said District. I do hereby constitute the said Baylis Smith my attorney in my name but to his own use and at his own risk cost to take all legal measures which may be proper for the complete recovery and enjoyment of the assigned premises with power of substituting also to receipt in my name in testimony whereof I have hereunto set my hand and seal this 11<sup>th</sup> January one thousand eight hundred and fifty eight Executed and delivered in the presence of Henry M. Smith John A. Smith Benjamin Smith

South Carolina  
Greenville District  
Personally appeared before me W. M. Smith and made oath that he saw Benjamin Smith seal and deliver the within instrument of writing for the use and purposes therein mentioned and that John A. Smith together with himself was a subscribing witness thereto Sworn to and subscribed before me this 25<sup>th</sup> day of January 1858  
W. A. McDaniel c. p.  
Recorded for the 12<sup>th</sup> Jan 1858 Delivered to W. M. Smith

234 James Tucker  
to  
James McMakin

Deed  
to  
Land

The State of South Carolina  
Know all men by these presents that I James Tucker of Spartanburg District in the aforesaid State in consideration of the sum of thirty three Dollars to me in hand paid by James McMakin of Greenville District in the State aforesaid have granted bargained sold and released and by these presents do grant bargain sell and release unto the said James McMakin a certain tract or parcel of Land lying in Greenville District and State aforesaid on both sides of Mottows Creek Beginning at a chestnut and running S 40 E 27.50 to a black oak thence S 45 E 15.00 to a Post oak thence E 31.50 to a W Oak thence N 12 West 46.50 to a pine thence S 73 West 26.00 to a W Oak thence S 30 West 9.00 to a Swinom thence N 80. West 19.50 to the beginning chestnut corner containing One hundred and Fifty three acres more or less. Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said James McMakin his heirs and assigns forever and I do hereby bind my self my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said James McMakin his heirs and assigns against me and my heirs and against every other person or persons whomsoever. Lawfully claiming or to claim the same

or any part thereof Witness my hand seal this fifteenth day of July in the year of our Lord one thousand eight hundred and fifty seven. and in the year of the sovereignty and Independence of the United States of America. Signed sealed and delivered in the presence of  
A. J. McMakin A. C. Peace  
James Tucker

The State of South Carolina  
Greenville District  
Personally appeared before me A. C. Peace and made oath that he saw James Tucker sign seal and deliver the above conveyance for the uses and purposes therein mentioned and that A. J. McMakin & A. C. Peace signed in the presence of each other witnessed the due execution hereof. Sworn to before me this the 7<sup>th</sup> day of January 1858  
B. J. Stewart M. G. J.  
Recorded for the 19<sup>th</sup> January 1858 Delivered to

W. Curry  
to  
John M. Crowell

Mortgage

235  
Know all men by these presents that Washington Curry of Greenville District State of South Carolina for and in consideration of the sum of eight dollars to him in hand paid by John M. Crowell of Greenville District State of South Carolina do mortgage forty acres of Land bounded by S. A. Gotcher James Brown and Simeon Styles Land and on the old Buncombe road Also I mortgage my mule and waggon the rent whereof is hereby acknowledged doth hereby bargain sell and convey to the said John M. Crowell his heirs and assigns forever the forty acres of Land and mule and waggon in Greenville District State of South Carolina together with all the privileges and appurtenances to the same belonging to have and to hold the same to the said John M. Crowell his heirs and assigns forever Provided always that if the said Curry shall pay or cause to be paid unto the said Crowell his four certain promissory notes of even date herewith for twenty dollars each with interest payable to said John M. Crowell or order in one two three and four years respectively then these presents shall be void. In witness whereof the said W. Curry hath hereunto set his hand and seal this 12<sup>th</sup> day of January 1858. Signed sealed and acknowledged in presence of  
Washington Curry  
Jas. D. Neal B. H. Goodlett

South Carolina  
Greenville District  
Personally came James D. Neal before me and being duly sworn says that he saw Washington Curry sign seal and deliver the within mortgage to the within named Crowell for the use and purpose therein mentioned and that B. H. Goodlett was with himself a subscribing witness to the due execution of the same Sworn to and subscribed before me this 18<sup>th</sup> January 1858  
James D. Neal  
N. O. Tull N. P. G. D.  
Recorded for the 19<sup>th</sup> January 1858 Delivered to Crowell