

That James Birnie together with said deponent was a subscribing witness thereto, sworn to and subscribed before me this 9<sup>th</sup> day of November 1865  
at Elford Not Pub & Sd off M 21 Nov 1865 G. G. Wells

The State of South Carolina, I, J. L. Donaldson one of the magistrates of Greenville District, 3<sup>rd</sup> of the State and District aforesaid do hereby certify unto all whom it may concern that Mrs Harriet A. Collins the wife of the witness named George A. Collins did this day appear before me and upon being privately and impartially examined by me did declare that she does freely voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce release and forever relinquish unto the witness named Richard H. Jacobs his heirs and assigns all her interest and estate and also all her right and claim of Dower of in or to all and singular her premises with the mentioned and released  
of issue under my hand and seal this Eleventh day of November 1865  
J. L. Donaldson Recd  
H. Jacobs wife Collins  
M.C.L. N.C. Recorded 22 Nov 1865

A. H. Fuller & Oliver Barnett	Mortgage to Real Estate	State of South Carolina Greenville District
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This indenture made the Eleventh day of October in the year of our Lord one thousand eight hundred and sixty five between Fleming H. Fuller of the one part and Oliver Barnett of the other part witnesseth that whereas the said Fleming H. Fuller has promised and bound himself unto the said Oliver Barnett in the sum of five thousand dollars as purchase money for a tract of land bargained to him by the said Oliver Barnett. Now this indenture witnesseth that the said Fleming H. Fuller for and in consideration of the premises aforesaid and also in consideration of the sum of five dollars to the said Fleming H. Fuller by the said Oliver Barnett in hand paid at & before the sealing & delivery of these presents have granted bargained sold & released and by these presents do grant bargain sell & release unto the said Oliver Barnett all that tract and parcel of land containing two hundred and seventy six & one half acres more or less lying on the waters of Bush Tyger known as the Mill place and bounded by lands of Taylor Loftis McKinney and others and more particularly described in a Deed from the said Oliver B. Barnett to the said Fleming H. Fuller. Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the said Oliver Barnett his heirs and executors forever. And I do hereby bind myself my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said Oliver Barnett his heirs and executors against me and my heirs and against every person whomsoever lawfully claiming or to claim the same on any part thereof. Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said Fleming H. Fuller his heirs executors or administrators shall fail to truly pay or cause to be paid to the said Oliver Barnett the sum of five thousand dollars according to the agreement before mentioned and from hence forth these presents shall be utterly null and void anything herein contained to the

contrary therof 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 left forth and the interest for the same it shall and may be lawful to and for the said Fleming H. Fuller peaceably and quietly to hold use occupy and possess and enjoy all singular the premises above granted & 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 & benefit any thing herein contained to the contrary therof in anywise notwithstanding. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written sealed and delivered in the presence of W. H. Penny John Branch

H. H. Fuller

South Carolina, Personally appeared before me Myrl Penny and Greenville District 3<sup>rd</sup> made oath that he saw H. H. Fuller sign seal and deliver the within Mortgage for the uses and purposes therein mentioned and that John Branch together with himself witnessed the due execution thereof. Sworn to before me this 22<sup>nd</sup> day of November 1865 W. A. McDaniel C. C. P.

Myrl Penny

Recorded 22 Nov 1865

A. H. Fuller & Augustus D. Cooke & W. D. Ogleby	Mortg. age	To all to whom these presents shall come
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Whereas I Adam Hefner of Greenville District in the State of South Carolina am held and firmly bound unto William G. Shumate Sheriff of Greenville District his certain Attorney &c in the sum of six hundred and thirty four dollars by a certain writing obligatorily under my hand and seal bearing date the 13<sup>th</sup> day of November 1865 known as a Replevin Bond thereby obligating myself to pay the said sum in the event that I fail to perform certain conditions mentioned. And whereas Augustus D. Cooke and Charles W. D. Ogleby of said district and state am my Sureties upon said Replevin Bond, whom I am desirous of keeping harmless and indemnified from and against all loss and damage by reason of said Suretyship. Now therefore I do swear by these presents that I the said Adam Hefner for and in consideration of the premises and also in consideration of the sum of one dollar to me paid by the said Augustus D. Cooke and Charles W. D. Ogleby at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain and sell unto the said Augustus D. Cooke and Charles W. D. Ogleby all my household furniture and all other goods and chattels mentioned in the schedule hereto annexed. To have and to hold all and singular the goods and chattels aforesaid mentioned and sold or intended to be sold to the said Augustus D. Cooke and Charles W. D. Ogleby their executors administrators and assigns forever. And I the said Adam Hefner for myself my heirs executors and administrators all and singular the said goods and chattels aforesaid bargained and sold unto the said Augustus D. Cooke and Charles W. D. Ogleby their executors administrators and assigns against me the said Adam Hefner and against all and every person or persons whomsoever shall and will warrant and forever defend upon condition that if the said Adam Hefner shall and do well and truly pay unto William G. Shumate Sheriff as aforesaid the property of the said Replevin Bond as per form the condition herein mentioned to act to keep the