

Andrew Miller  
vs  
S S Gaillard

Mortgage  
Real Estate

The State of South Carolina

This Indenture made the ninth day of November in the year of our Lord one thousand eight hundred and sixty six between Andrew Miller of the one part and S S Gaillard of the other part, Witnesseth whereas the said Andrew Miller is indebted to the said S S Gaillard in the sum of Seven hundred Dollars lawful money by his two promissory Notes each for the sum of six hundred dollars and due respectively the first day of January Eighteen hundred and sixty eight and the first day of January Eighteen hundred and sixty nine and bearing even date with their presents. Now this indenture witnesseth that the said Andrew Miller for and in consideration of the premises aforesaid and also in consideration of the sum of One dollar to the said Andrew Miller by the said S S Gaillard in hand paid at and before the sealing and delivery of these presents, have granted bargained sold and released and by their presents do grant bargain sell and release unto the said S S Gaillard all that lot of land lying and being in the District of Greenville near the town of Greenville situate on the northern side of the Pender Road it being the same lot conveyed by one Vandy Miller to the said S S Gaillard by deed bearing date the fifth day of May Eighteen hundred and fifty three and recorded in office of Register of Meru Courthouse for Greenville District Book W Page 531, and conveyed to the said Andrew Miller by the said S S Gaillard and containing one acre three rods and sixteen perches be the same more or less. Together with all and singular the rights members hereditaments and appertaining to the said premises belonging or in anywise incident or appertaining to the said S S Gaillard his heirs and assigns 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 S S Gaillard his heirs and assigns against myself and my heirs and assigns every person whomsoever 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 Andrew Miller his heirs executors or administrators shall well and truly pay or cause to be paid unto the said S S Gaillard the sum of Seven hundred Dollars and the interest to accrue thereon according to the tenor of the promissory notes above mentioned then and from thenceforth these presents shall be utterly null and void any thing herein contained to the contrary thereof in anywise 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 Andrew Miller 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 hereof notwithstanding. In Witness whereof the said parties have hereunto set their hands

and seals the day and year first above written

Sealed and deliv'd in the presence of  
of Alex M Beer } Renew stamp } Andrew Miller  
B F Blasvingam } Cawell of 1.50 } S S Gaillard

The State of South Carolina } Personally appeared before me the undersigned  
Greenville District } Notary B F Blasvingam and made oath  
that he saw Andrew Miller & S S Gaillard sign seal and deliver  
the above Mortgage for the use and purposes therein mentioned, and  
that Alexander Miller with him in the presence of each other  
witnessed the due execution thereof }  
Sworn to before me this 9<sup>th</sup> day of Nov-1866 } B F Blasvingam  
W H Early Notary Public }  
Recorded 8<sup>th</sup> July 1867

M of Bearden  
vs  
C of Elford Exor

Mortgage  
Real Estate

381 The State of South Carolina

See the date of this Mortgage recorded in Book B B Page 375

This Indenture made the twentieth day of December in the year of our Lord one thousand eight hundred and sixty six between C of Elford Executor of Edmund Waddell Deceased of the one part and Marcus f Bearden of the other part Witnesseth whereas the said Marcus f Bearden is indebted to the said C of Elford Executor of Edmund Waddell Deceased by two sealed notes each bearing date the 20<sup>th</sup> December 1866 and for Seven hundred and fifty dollars \$750. each and to be paid one year after date with interest from date at seven percent and the other to be paid two years after date with interest from date at seven percent and for Value received which will more fully appear by reference to the said aforesaid Bonds, the said Bonds having as sureties Wm M Rankin and M M Gavis. Now this indenture witnesseth that the said Marcus f Bearden for and in consideration of the premises aforesaid and also in consideration of the sum of Five Dollars to the said Marcus f Bearden by the said C of Elford Executor as aforesaid in hand paid at and before the sealing and delivery of these presents have granted bargained sold and released and by their presents do grant bargain sell and release unto the said C of Elford Executor as aforesaid, all that town lot or parcel of land lying and being in the Village of Greenville and State aforesaid and occupying a front of two hundred feet on Avenue Street and a front of two hundred feet on Richardson Street and belonging to the Estate of Edmund Waddell Deceased and being the same lot this day conveyed by C of Elford Executor as aforesaid to said Marcus f Bearden together with all and singular the rights members hereditaments and appertaining to the said premises belonging or in anywise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said C of Elford Executor as aforesaid his heirs and assigns 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 C of Elford Executor as aforesaid and to his heirs and assigns against me and my heirs and against any person whomsoever 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 Marcus f Bearden his heirs executors or administrators shall well and truly pay or cause to be paid unto the said C of Elford Executor as aforesaid the sum of Two thousand five hundred Dollars accruing interest