

That he saw James J. Donnell, sign, seal and deliver the above mortgage, for the uses and purposes therein mentioned and that he with M. J. Sumner, in the presence of each other, witnessed the due execution thereof.

Subscribed before me this 16th day of March 1867
J. P. Moore C. & D.

M. A. McDaniel

To J. Donnell

The State of South Carolina

This Indenture made the fifth day of February, in the year of our Lord one thousand eight hundred and sixty seven, between J. Donnell, ordinary of Greenville District of the one part, and Benjamin J. Hanby of the other part, Witnesseth, whereas the said Benjamin J. Hanby stands indebted to J. Donnell, ordinary in the sum of Three hundred - Dollars by a certain Bond bearing date the fifth day of February one thousand eight hundred and sixty seven conditioned for the payment of the full and just sum of three hundred - Dollars, twelve months after date with interest from the fifth day of February, one thousand eight hundred and sixty seven - for and in consideration of the Premises aforesaid and also in consideration of the sum of three Dollars to the said Benjamin J. Hanby, by the said J. Donnell ordinary in hand paid, at and before the seal and delivery of these presents, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said J. Donnell ordinary as aforesaid, his successors in office or assigns all that tract of Land situated in Greenville District on waters of Kilders Creek, bounded by Lands of Stephen Pearson William Sumner and others, and containing One hundred and sixty two Aeres - more or less being the tract of Land purchased by me the fourth day of February, One thousand eight hundred and sixty seven, from the ordinary as the property of John Hanby deceased for the sum of Three hundred Dollars payable twelve months after date with interest from date, which deed is dated the fifth day of February one thousand eight hundred and sixty seven. reference thereto had will more fully appear together with all and singular the Rights, Menors, Hereditaments and appurtenances to the said Premises belonging, or in any way incident or appertaining, do have and to have, all and singular the Premises before mentioned, unto the said J. Donnell ordinary, his successors in office, his Heirs and Assigns forever, and I do hereby bind my Heirs, Executors and Administrators to warrant and forever defend all and singular the said Premises unto the said J. Donnell ordinary, his successors in office, his Heirs and Assigns against me and my Heirs and against 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 Benjamin J. Hanby, his Heirs and Executors or Administrators shall well and truly pay, or cause to be paid into the said J. Donnell ordinary, his successors in office or assigns the sum of Three hundred Dollars, with interest thereunto according to the condition of the Bonds, above mentioned, then and from thenceforth these presents shall be utterly null and void; anything 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 Benjamin J. Hanby peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the Premises aforesaid and released, and every part thereof, with the appurtenances, and to have receive and take the Rents, Issues and Profits thereto to his own particular use and behoof, anything herein contained to the contrary hereof, in any wise notwithstanding.

For Witness Whereof, the said Parties have hereunto set their Hands and seals, the day and Year above written.

Sealed and delivered in the presence of
J. P. Moore:
M. A. McDaniel

B. J. Hanby

The State of South Carolina
Greenville District

Personally appeared before me James P. Moore and made oath that he saw James J. Donnell sign, seal and deliver the above mortgage for the uses and purposes therein mentioned; and that he with M. A. McDaniel in the presence of each other, witnessed the due execution thereof.

Subscribed before me this 16th day of March 1867
M. A. McDaniel
J. P. Moore
C. & D. at my office Recorder 18 Mar 1867

J. J. Sumner	41	178 acres
To Recd. S. & D.		
H. J. Sumner	41	178 acres
Acres 178		

The State of South Carolina

To all to whom these shall come, I William J. Sumner Sheriff, of Greenville District and State aforesaid send greeting: Wherein by virtue of a writ of fieri facias, issued out of the Court of Common Pleas, held for the District of Greenville, tested the twenty day of August in the year of our Lord one thousand eight hundred and sixty one at the suit of Sarah J. Jeter to me directed, command me that of the lands and chattels lands and tenements of Jordan P. Peck to levy the sum of One hundred and twenty dollars, Damages and costs, I have seized and taken of the lands and tenements of the said Jordan P. Peck all that certain piece, parcel and tract of Land containing One hundred and seventy eight (more or less)