

to the said terms conditions and conditions and faithfully to discharge the obligations thereof

Witness our hands and seals this day and year first of aforesaid, signed sealed and delivered in the presence of Henry C. Markley, Bessie C. Gass, Thomas M. Cox, and Charles Beattie

The State of South Carolina Before me personally came County of Greenville Charles Beattie and made oath that he saw Henry C. Markley Bessie C. Gass and Thomas M. Cox sign seal and deliver the foregoing indenture for the uses and purposes therein set forth and that C. C. Gower was together with this deponent a subscribing witness thereto with this deponent a subscribing witness thereto. sworn to and subscribed before me this 15th day of August A. D. 1868

W. A. McDaniel C. C. Gower & Co. Notary Public

The State of South Carolina Be it known that on the first day of August in the year of our Lord one thousand eight hundred and sixty eight before me William A. McDaniel Clerk of the Court of Common Pleas and General Sessions in and for the County and State aforesaid the same being a Court of Record and having a seal personally came Henry C. Markley Bessie C. Gass and Thomas M. Cox and acknowledged that they did execute the foregoing indenture between themselves for the consideration and purposes and at the date therein set forth in testimony whereof I have hereunto set my hand and the seal of said Court at Greenville County South Carolina in said County and State this day and year aforesaid

W. A. McDaniel Clerk of Court

The State of South Carolina It now all men by these presents that the said John Clark and Fabian R. Weckering of the County of Charleston in the State of South Carolina in consideration of the sum of Four thousand Dollars to us in hand paid at and before the sealing of these presents by Edward M. Boykin Trustee under the Marriage Settlement of Thomas Savage Heywards and Kelly S. Heywards his wife in the State aforesaid the receipt whereof is hereby acknowledged and granted bargained sold and released and by these presents do grant bargain sell and release unto the said Edward M. Boykin Trustee under the

Marriage Settlement of the said Thomas Savage Heywards and Kelly S. Heywards his wife all that piece parcel or tract of land containing one hundred and forty four acres more or less situate lying and being in the District of Greenville in the State aforesaid about three miles west from Greene Court House upon the White Horse and Pendleton Roads and upon the waters of Saluda River adjoining lands of John Lewis Sawmill, Cleaveland and Smith and having the following line metes and bounds according to a plat made by John Watson D.S. attached to or being of the said premises from Whiteford Smith to Robert Stewart City Beginning at a stake 34 n on the Pendleton Road and running thence west with the said Road to a bound thence with said Road N 60 W 43 chains to a P.O. 34 3/4 N thence S 56 W 24 chains to a point 34 thence S 15 E 31 chains to a P.O. 34 3/4 thence N 75 E 23 chains to a Pin 34 3/4 thence S 30 E 7 chains to a P.O. 34 3/4 thence N 31 E 17 1/2 to a stake 34 0 at White Horse Road thence N 70 E 21 1/2 to the beginning corner the tract of land thus described being the same conveyed by Robert Stewart to the said John Clark by Deed bearing date the 15th July 1863 and the purchase money of which was paid in equal proportions by the said John Clark and Fabian R. Weckering by reason whereof the said John Clark and Fabian R. Weckering became the owners of equal moieties of the same as tenants in common and henceforth in the Deed together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining to the same and to hold all and singular the premises before mentioned unto the said Edward M. Boykin Trustee as aforesaid his heirs and assigns forever and we do hereby bind ourselves our heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said Edward M. Boykin Trustee as aforesaid his heirs and assigns against us and our heirs and all and every other person or persons lawfully claiming or to claim the same or any part thereof and we the said John Clark and Fabian R. Weckering for our selves and our heirs executors and administrators do covenant promise grant and agree to and with the said Edward M. Boykin Trustee as aforesaid his heirs and assigns by these presents in manner and form following that is to say that we the said John Clark and Fabian R. Weckering now at the time of the sealing and delivery of these presents are lawfully and absolutely seized of and in the said tract of land above described and all and singular other the premises herein before mentioned and intended to be hereby granted and released and every part and parcel thereof with their and every of their appurtenances of a good sure perfect and absolute State of Indivision in fee simple without any manner of conditions trust promises powers of reversion or limitation or any use or power or other restraints matter or thing which is or may be altered changed defeat or voided and also that we the said John Clark and Fabian R. Weckering