

Day of January 1869

W. A. Henderson

M. W. Gaines  
M. & C. Recorded 4<sup>th</sup> Febry 1869

210 In the matter  
of B. M. Heightower  
Benton In the District Court of the United  
States, for the western District of  
South Carolina, In the matter of  
B. M. Heightower, In Bankruptcy  
Know all men by these presents That W. H. Shumate of  
Greenville, South Carolina in the District aforesaid  
has been duly appointed in said matter. Now therefore  
I Willard J. Glazier one of the Trustees in Bankruptcy  
of said debtor by virtue of the authority vested in me by  
the Fourteenth section of the Act of Congress aforesaid an act  
to establish a uniform system of Bankruptcy throughout  
the United States approved March 3<sup>rd</sup> 1867 do hereby convey  
and assign to the said W. H. Shumate Assignee as aforesaid  
all the estate real and personal of the said B. M. Heightower  
Bankrupt aforesaid including all the property of  
whatever kind of which he was possessed or in which  
he was interested or entitled to have on the 16 day of  
May 1868 with all his deeds Books and Papers relating  
thereto Excepting such property as is excepted from  
the operations of this assignment by the provisions of  
the said Fourteenth section of said Act to have  
and to hold all the foregoing premises to the said  
W. H. Shumate his heirs forever. I do further  
stip for the uses and purposes unto the powers &  
subject to the conditions and limitations set forth  
in said Act. In Testimony whereof I the Legatee  
have hereunto set my hand and caused to be  
affixed the seal of the said Court this 19 day of  
October A.D. 1868

Willard J. Glazier  
Register in Bankruptcy

Witnesse Samuel Healbeck Esq. Clerk of said  
Court at Charleston the day and year above written

Samuel Healbeck

Recorded 4<sup>th</sup> Feb 1869.

J. G. C. W. L.  
for S. C.

210 Thomas McCoey Mortgage  
So. Real Greenville County  
William Michel Estate This indenture made the Twenty-seventh  
day of January in the year of our Lord  
One thousand eight hundred and sixty nine between William  
Michel of the State and county aforesaid of the one part and  
and Thomas McCoey of the same State and County of the other part  
Witnesseth Whereas the said Thomas McCoey has executed and  
delivered his due note for four thousand dollars to the said

William Michel payable two years after date with interest from  
date at ten percent per annum the interest to be paid semiannually  
the said sealed note is herein endorsed and bears even date with this  
mortgage now this Indenture witnesseth that the said Thomas McCoey  
for and in consideration of the premises aforesaid and also in considera-  
tion of the sum of four dollars to the said Thomas McCoey by the  
said William Michel in hand paid at and before the bearing and  
delivery of these presents have granted bargained sold and released  
and by these presents do grant bargain sell and release unto the  
said William Michel All that tract of land being in the State  
County aforesaid near the Village of Greenville on the South west side  
of Reedy River his being the present residence and bounded of the  
said Thomas McCoey and containing six acres two rods and three  
Purchases. lot 2 R 3 P. as by Plat of James H. Dickson District Surveyor  
dated February 26 1858 beginning at a Stake on Street in front of residence  
Running thence N 44° E 11.25 or 143 $\frac{1}{4}$  feet to Stake on Vandy Street in rear of the  
residence thence along said Street N 66 $\frac{1}{4}$  W 5.57 or 36 $\frac{1}{4}$  feet to Stake N 11° E  
W 4.50 or 82.5 feet to Stake on Street in front of residence thence along  
said Street S 78 $\frac{1}{4}$  E 5.82 or 38 $\frac{1}{4}$  feet to Stake the beginning corner joining  
Lands of H. C. Marks and Dr. Davis. Together with all and singular the  
rights Members hereditaments and appurtenances to the said premises belon-  
ging or in anywise incident or appertaining. To have and to hold all  
and singular the premises before mentioned unto the said William  
Michel his heirs and assigns forever. And I do hereby bind my heirs  
executors and administrators to warrant and defend all and singular  
the said premises unto the said William Michel 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 how-  
ever. And it is the true intent and meaning of the parties to these  
presents that if the said Thomas McCoey his heirs executors or  
administrators shall well and truly pay or cause to be paid unto the  
said William Michel the sum of \$4000.00 dollars according  
to the sealed note above mentioned then and from thenceforth hence  
present shall be utterly null and void anything herein contravened  
to the contrary thereof in any wise notwithstanding. And it is conve-  
nient 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 be lawful  
to and for the said Thomas McCoey peaceably and quietly to hold  
use occupy possess and enjoy all and singular the premises  
above qualified and released but every part thereof with the appurte-  
nances and to have receive and take the rents issues and profits thereof  
to his own particular use and behoof anything herein contained to  
the contrary thereof in any wise 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 Myrtle Campbell of Revenue Stamps Thomas McCoey  
for his signature cancelled 4<sup>th</sup> 3<sup>rd</sup>