

agree to and with the said Jacob Ponder his executors administrators
 & assigns by these presents that if default shall happen
 to be made of, or in payment of the said sum of one thousand
 seven hundred and eighty two dollars with lawfull interest accor-
 ding to the true intent and meaning of the said agreement that then
 and in such case it shall and may be lawful to and for the said
 Jacob Ponder his heirs executors administrators attorneys or agents
 from time to time and at all times hereafter peaceably & quietly
 to enter into any or all the messuages, land or tenements of the said
 George W. Holtzclaw and John W. Holtzclaw and to take said lands and
 tenements into his own custody and possession and the law
 to hold and to detain to his own use and behoof from henceforth
 and forever, or the same to sell and dispose of at will and
 pleasure, returning the surplus, if any should happen to be
 after paying the said sum of one thousand and seven hundred
 and eighty two dollars with lawfull interest, unto the said
 Jacob Ponder his heirs executors administrators or assigns
 In witness whereof we the said George W. Holtzclaw and John W. Holtzclaw
 have hereunto set our hands and seals this seventh day of May in the
 year of our Lord one thousand eight hundred and seventy and in
 the ninety fourth year of the independence of the United States of
 America signed sealed & delivred in the presence of
 of Philemon Sumner } deputed } George W. Holtzclaw
 James T. Dickson } of 200 } John W. Holtzclaw

State of South Carolina } Personally came before me Philemon Sumner
 Greenville County } and made oath that he saw George W.
 Holtzclaw and John W. Holtzclaw sign seal and deliver the within-
 instrument of writing for the use and purposes therein mentioned
 and that James T. Dickson was with himself a subscribing
 witness to the same sworn to before me this thirteenth day of
 May 1870 Jas T. Dickson Comptroller Philemon Sumner
 Mayor Ex off Recorded 10 May 1870

172 Allen McDaniel agent Loan on
 and James McDaniel others Brogs
 The State of South Carolina
 Greenville County
 This agreement entered into
 between Allen McDaniel agent
 of the warden mining and manufacturing company of
 the one part and James McDaniel George Farmer J. D. Sullivan
 planters of Greenville County of the other part all of the state
 aforesaid witnesseth that the said Allen McDaniel agent
 aforesaid agrees to furnish to the said James McDaniel
 George Farmer J. D. Sullivan from time to time during the
 present year six tons of warden fertilizer at six dollars
 per ton and such further quantities thereof as he the said
 Allen McDaniel agent may deem proper not exceeding
 in the whole to be used by the said James McDaniel & others

Farmer J. D. Sullivan in the cultivation of their plantations in
 the county of Greenville and state aforesaid or such other plantations
 as they may cultivate in consideration whereof the said James McDaniel
 and George Farmer J. D. Sullivan do hereby sell transfer and agree
 to deliver to the said Warden Mining and Manufacturing Company
 so much of the Cotton or other produce raised on said plantations
 or plantations during the present year upon the gathering of
 said crop or any part thereof as will be sufficient to pay or
 satisfy them for the advances thus made which conveyances and
 transfer is intended to create in favor of said Warden Mining
 and Manufacturing Company the lien hereby and under the
 act of the Legislature entitled an act to secure advances for
 agricultural purposes approved and ratified on the twentieth
 day of September A. D. 1866 and is intended to be a lien binding
 the crops raised during the present year on said plantations
 or plantations in preference to all other liens or claims existing
 or otherwise to the extent of such advances aforesaid with all
 the powers right and remedies by the said act provided and
 it is further agreed that the claim for the fertilizer furnished
 under this agreement shall be due and agreed at the date
 of delivery of said fertilizer or parts thereof and that the
 lien hereby created shall arise existing and take effect upon
 the said crop or part thereof as the same shall be gathered to the
 extent of the value of the fertilizer thus furnished and that
 the taking of a draft negotiable note or other security shall
 not suspend the immediate enforcement of the said lien
 whenever the said Warden Mining and Manufacturing Company
 may deem it necessary and the said James McDaniel & George
 Farmer J. D. Sullivan covenant that they have not at any time heretofore
 given to any person or persons whatsoever any lien upon
 the crops to be raised upon the said plantations or plantations
 during the present year and it is further agreed that the said
 James McDaniel & George Farmer J. D. Sullivan will pay interest on
 the value of the said fertilizer at the rate of six per cent per
 month from the date on which said fertilizer is furnished
 in witness whereof we have set our hands this 10th day of May
 A. D. 1870
 Executed in presence of } Allen McDaniel agent
 } James McDaniel & George Farmer
 J. D. Sullivan
 W. E. Sullivan

The State of South Carolina } Personally appeared before me
 Greenville County } W. E. Sullivan and made oath
 that he saw Allen McDaniel agent and James McDaniel & George Farmer
 or and J. D. Sullivan sign and execute the above agreement
 and that he subscribed his name as witness thereto
 before me this sixth day of June
 W. E. Sullivan
 Not Pub. May Ex off C. }
 } W. E. Sullivan