

in the year of our lord one thousand eight hundred and  
Seventy one and in the ninety sixth year of the Independence  
of the State of South Carolina

Sealed Seal and delivered in the presence of  
Julius C. Smith  
W. H. Ball

The State of South Carolina Personally appeared  
Greenville County before me Luther  
Hawkins and made oath that he saw Julius C. Smith  
sign seal and deliver the within deed of conveyance for the  
use and purpose therein mentioned and that W. H. Ball  
together with said Deponent was a subscribing witness thereto  
before me on the 24th day of August 1872  
Luther Hawkins

The State of South Carolina George G. Wells Mayor  
Greenville County Public Officer of one of the  
Magistrates of the State and County of said County  
City unto all whom it may concern that Sarah W. M.  
Smith the wife of the within named Julius C. Smith did  
this day appear before me and upon being privately  
separately examined by me did declare that she does  
freely voluntarily and without any compulsion or fear or  
fear of any person or persons whatsoever renounce and  
quit all her interest and estate and also all  
her right and claim of dower of in or all and  
singular the premises therein mentioned and released  
herself and my hand seal this 23 day of August and August 1872  
G. G. Wells  
Approved by  
Sarah W. M. Smith  
Recorded 31 August 1872

W. H. Ball  
Julius C. Smith

Montgomery The State of South Carolina  
to Sub

This indenture made the  
Seventh day of October in the year of our lord one thousand  
Eight hundred and Seventy one between Julius C. Smith  
of the one part and Dr W. H. Ball of the other part  
witnesseth that whereas the said Dr W. H. Ball is justly  
indebted to the said Julius C. Smith by his note under  
seal due the seventh of October Eighteen Hundred  
and Seventy one in the sum of one thousand dollars  
with interest thereon from this day or will  
be due by reference to said note said note  
being for the purchase money of the premises

hereafter described Now the indenture witnesseth that  
the said Dr W. H. Ball for and in consideration of the  
sum of one thousand dollars and also in consideration of the sum of  
one hundred dollars to the said Dr W. H. Ball paid by the said Julius  
C. Smith in hand paid at and before the sealing and delivery  
of these presents have granted bargained sold and released  
and by these presents do grant bargain sell and release  
into the said Julius C. Smith his heirs and assigns all the  
parcel and lot of land with buildings thereon situated  
in the City of Greenville and bounded by Church avenue  
Moravian Street & Lot of land formerly owned by  
J. W. Wood said Lot was deeded to W. R. Kerple  
by Chas Marshall & W. B. Herdick to Julius C. Smith  
he will lawfully release & forever cease together  
with all and singular the right members Hereditaments  
and appurtenances to the said premises belonging to or in any  
wise incident or appertaining to have and to hold all  
and singular the premises herein mentioned unto the said  
Julius C. Smith his heirs and assigns forever And I do  
truly and lawfully certify and administer to avoid  
fraud and injury against me and against every person  
whomsoever lawfully claiming or to claim the same or  
any part thereof provided always notwithstanding what it  
is the true intent and meaning of the parties to these  
presents that the said Dr W. H. Ball his heirs  
executors or Administrators shall well and truly pay or  
cause to be paid unto the said Julius C. Smith his heirs  
or assigns the sum of one thousand dollars and  
interest according to the note under seal above  
mentioned then and from thenceforth these presents shall  
be utterly void and of no effect in anywise notwithstanding  
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 Dr W. H. Ball  
peaceably and lawfully to hold use occupy possess and  
enjoy all and singular the premises above granted &  
released and any part thereof with the appurtenances & 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 anywise notwithstanding  
any contract or deed to the contrary hereunto set forth  
made & sealed the day and year first above written

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