

together with every thing belonging to the Saw Yard & also all my household and kitchen furniture and also the following negroes which are already mortgaged to indemnify my securities against any liability which they may be under for my conduct as Sheriff of Greenville District (viz) Gittert and his wife Julia. Ishow. Elias. Minta & Phereby - Ichau and to hold the said negroes Nelly. Kit. Mary. Gittert and wife Julia. Ishow. Elias. Minta and Phereby with their increase together my Stock in the Saw Yard and all my household and kitchen furniture unto the said B. Dunham. Peter Coule. Roger Garland & Wardy Mcgee their Executors. administrators and assigns forever.

Provided always nevertheless that if the said David Henning my heirs executors and administrators shall and do well truly pay or cause to be paid unto the said B. Dunham. Peter Coule. Roger Garland and Wardy Mcgee their certain attorneys executors administrators or assigns the several amounts which I owe the said B. Dunham. Peter Coule. & Roger Garland by notes & books accounts amounting in all to Five Thousand dollars and also the sum of Five thousand dollars which they are to endorse or assume for me towards the payment of my debts due other persons according to the true intent and meaning of the notes accounts, one these presents together with lawful interest on the first day of January in the year of our Lord one thousand eight hundred & forty two. then this deed of Bargain & Sale and all very clause article and thing therein contained shall cease determine and be utterly void and of none effect any thing herein contained to the contrary whereof in any wise notwithstanding And it is hereby declared by and between the parties and the said David Henning his executors administrators and assigns does covenant promise & agree to and with the said B. Dunham. Peter Coule. R. Garland. & Wardy Mcgee their heirs executors administrators and assigns by these presents that if default shall happen to be made of or in payment of the said sum of Five Thousand dollars aforesaid to the said B. Dunham. Peter Coule. Roger Garland. and Wardy Mcgee are to assume pay or endorse for the said David Henning according to the true intent & meaning of these presents as above expressed - or if the said B. Dunham. Peter Coule. R. Garland. & Wardy Mcgee should have to pay any of the debts which they may assume of mine of which they may endorse for me before the expiration of the time above mentioned namely eighteen hundred and forty two then and in such case it shall & may be lawful to and for the said B. Dunham. Peter Coule. Roger Garland & Wardy Mcgee their executors administrators attorneys or agents from time to time and at all times hereafter peaceably and quietly to enter into any or all the Mesuages lands or tenements of the said David Henning and to take the said negroes household and kitchen furniture and stock in the Saw Yard into their custody and possession and the same to hold and detain to their own use & behoof as their own proper goods & chattels from hence forth and forever or the same to sell and dispose of at will and pleasure returning the overplus if any should happen to be after paying the said sum of Five thousand dollars to the said B. Dunham. Peter Coule. R. Garland and also the sum of Five Thousand dollars which the said B. Dunham. Peter Coule. R. Garland & W. Mcgee are to assume for him towards the payment of his debts to the said David Henning his executors administrators or assigns - In witness whereof I the said David Henning have hereunto set my hand & seal this