

by Hercules Hawkins as well and by reference to said deed which is attached hereto and which is to be taken as a part of this deed as also the deed of John Stranahan to the said Hercules Hawkins both of which deeds are for the same land being conveyed and divided the tract particularly together with all and singular the right members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises being mentioned with the said Hercules Hawkins and we the County and Overseers our heirs executors and administrators to warrant and forever defend all and singular the said the said premises unto the said John Smith and assigns against us and our heirs and any other person whomsoever lawfully claiming or to claim the same, or any part thereof

Witness our hands and seals this fourth day of January in the year of our Lord one thousand eight hundred and sixty nine and in the ninth third year of the Independence of the United States of America

Liquid sealed and deliv'd in the presence of

W.C. Cleveland  
 Wm. Williams  
 Wm. Choice  
 Carolina Choice  
 Wm. H. Cleveland  
 J. M. Cleveland  
 Jeremiah Cleveland  
 J. H. Cleveland  
 Jeremiah Cleveland

The State of South Carolina  
 Greenville County

Personally appeared before me W.C. Cleveland and made oath that he had read the contents and that the signatures to the said deed and deliv'd the within deed of conveyance for the uses and purposes therein mentioned and that J.L. Costendon W. Holland & J.S. Williams together with the said deponent was a subscribing witness thereto

Wm. A. Merrill  
 J. P. Magrath  
 W.C. Cleveland

Rec'd of F. Hahn Six hundred Dollars the full consideration for the Land within mentioned this 14 day of January 1869

Witness my hand & seal of the County of Greenville South Carolina this 14th day of January 1869

Wm. Choice

William A. Jennings  
 John L. Smith  
 Most South Carolina  
 Greenville County  
 January 28 1871

Know all men by these presents that I William A. Jennings of the State of South Carolina do hereby acknowledge myself to owe to John L. Smith of State and County aforesaid Five Hundred dollars good and lawful money of the said State to be made and collected of my lands and chattels lands and tenements for the use of the said John L. Smith in case of failure to comply with the conditions under written

The conditions of the above obligations are such that whereas the above William A. Jennings hath this day sold the above John L. Smith a certain tract or parcel of land lying in Greenville County and State aforesaid on both sides of the Road leading from Greenville Court House to Laurens Court House at the two mile Post on the said Road and bounded by lands of belonging to Sally Black Harvey Fowler B. B. Cloud Ber of Sherley P. F. Bennett G. W. Bleckly and others containing less than one and eighty six acres more or less for the sum of twenty five hundred dollars to be paid as follows (Viz) five hundred dollars in hand one thousand and 31<sup>st</sup> January 1872 and one thousand 31<sup>st</sup> January 1873 Now if the above John L. Smith shall punctually make the above payments as promised and the above William A. Jennings shall fail to make good and sufficient titles to the said land then the above obligations to be in full force and virtue But if the first and second payments be made and the third and last payments made shall be forfeited and the above William A. Jennings shall be made released from the above obligation and the above John L. Smith shall immediately give up possession to the above Wm. A. Jennings or his agent or attorney together with all the crop and stock that shall be made on the place shall belong to the above Wm. A. Jennings being paid and delivered any and all debts above in payment of

Wm. A. Jennings  
 John L. Smith  
 Sarah W. Smith

South Carolina  
 Greenville County

Personally appeared before me Wm. A. Jennings and John L. Smith and made oath that the within deed of conveyance was made with a full and true consideration of the said Wm. A. Jennings to John L. Smith