

Jenck. C. Cox  
To  
William Smith

The State of South Carolina

Mortgage

This indenture bearing date of January in the year of our Lord one thousand eight hundred and seventy four between Jenck. C. Cox of the one part and William Smith of other part witnessed whereas the said Jenck. C. Cox is indebted to the said William Smith in the sum of Two thousand Dollars by seal note bearing even date with these presents with interest from date at the rate of ten per centum annum the same having been given in part payments of the purchase money of the premises hereafter described. Now this indenture witnesses that the said Jenck. C. Cox for and in consideration of the premises aforesaid and also in consideration of the sum of Five Dollars to the said Jenck. C. Cox by the said William 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 unto the said William Smith all that piece parcel and lot of land situate lying and being in the City of Greenville and State of South Carolina containing five acres more or less bounded on the North by Elford Street on the South by Oak Street on the East by Brown Street and on the West by Main Street and being the place lately known as the family residence of the late Col Charles T. Elford. Together with all and singular its rights members Hereditaments and appertinances to the said premises belonging or in any wise incident or appertaining to have and to hold all and singular the premises before mentioned unto the said William Smith his heirs and assigns forever and I do hereby bind my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said William Smith his heirs and assigns against me and my heirs and against every person whomsoever lawfully able claiming or to claim the same or any part thereof. Provided always nevertheless and it is the intent and meaning of the parties to these presents that if the said Jenck. C. Cox his heirs executors or administrators shall well and truly pay or cause to be paid unto the said William Smith the sum Two thousand Dollars and interest according to the said note then and from thenceforth these presents shall be utterly null and void anything herein contained to the contrary thereof in any wise notwithstanding. And it is covenanted and agreed upon by and between

See date of this mortgage recorded in the Book pag 682

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 Jenck. C. Cox peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted and released and every part thereof with all appertinances 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 hereof 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  
S. Swandale }  
G. G. Wells }  
J. Newman }  
J. S. Wells }  
J. S. Wells }  
J. S. Wells }

Recorded 2<sup>nd</sup> January  
The State of South Carolina Personally appeared before Greenville County Me S Swandale and made oath that he said Jenck C Cox sign seal and deliver the above Mortgage for the uses and purposes therein mentioned and that he with G. G. Wells in the presence of each other witnessed the due execution thereof Sworn to before me this 2<sup>nd</sup> day of January 1871  
G. G. Wells not Public  
+ et off M. G. C

Weston Howard  
To  
William Cox

Deed  
To  
Land

The State of Texas 407  
To all whom these presents may concern I Weston Howard of the City of Austin

and County of Travis in said State assignor of the effects of Oliver Barnett Bankrupt of Bosque County in said State and greeting Whereas the said Oliver Barnett was upon the 10<sup>th</sup> day of May A.D. 1869 adjudged a Bankrupt upon his own petition by the District Court of the United States for the Western District of Texas and whereas all the Estate real and personal of the said Oliver Barnett Bankrupt as aforesaid including all property of whatever kind of which he was interested or entitled to here on the 31<sup>st</sup> day of December 1868 with all deeds books and papers relating thereto excepting such property as is exempted by the provisions of the 14 section of the Bankrupt act was conveyed and assigned to me the said Weston Howard assignee as aforesaid by W. D. Price Receiver in Bankruptcy for said District of and of assignment being dated 31<sup>st</sup> Jan 1869