

(Deed)

South Carolina, Greenville District.

Know all men by these presents that I, Josiah Hawkins of the District & State aforesaid for and in consideration of the sum of Eleven hundred dollars to me in hand paid by Shapleigh Barton of the same State and District, have granted, bargained, sold and released and by these presents do grant, bargain, sell and release unto the said Shapleigh Barton, a certain tract of land

situate in the District and State aforesaid on Mountain Creek, waters of Enoree River, containing three hundred and fifty-four acres, more or less. It being parts of three tracts of land originally granted to Tate Isaac Green & Robert McAfee and is the same tract sold by A.W. Crowder to S. Thomson & by the said Thompson to Josiah Hawkins and hath such bounds, marks &c., as follows: Viz: Beginning at Blk. Ok 3X near the mouth of a small branch on Joseph Edwards land; thence S. 37 E. 35.50 chs. to P.O. 3X; thence due south 20.75 chs. to a stake 3X in a marsh; thence S. 22 E. 5.25 chs. red-oak 3X on a branch; thence up the meanders of said branch to a small chestnut 3X, near the ford on the road leading to Brushy Creek Meeting-house; thence N. 14 W. 2 chs. to a Chestnut 3X; thence S. 82 W. 21.50 chs. to P.Oak 3X; thence N. 1 E. 26 chs. to a red-oak 3X; thence N. 67 W. 11 chs. to a Pine 3X; thence due North 11.30 chs. to a red-oak 3X; thence N. 8 W. 11.25 chs. to a stake 3X; thence due North 1.50 chs. to a hickory 3X (small); thence N. 19 E. 2.50 to a forked W-oak 3X; thence N. 23 E. 11.25 chs. to a sweet-gum 3X on the north bank of Mountain Creek; thence N. 29 E. 3.50 chs. to a Dogwood 3X; thence N. 20 E. 9.25 chs. to Maple 3X; thence S. 80 E. 1.35 chs. to B-oak 3X; thence N. 27 E. 2.86 chs. to B-oak 3X; thence S. 81 E. 10.7 chs. to a sweet gum 3X on a branch, thence down the meanders of the branch 2 chs. to a Maple 3X on the north bank of Mountain Creek; thence down the meanders of the Creek to the beginning corner, reference to a plat made by John Watson for Josiah Hawkins will more fully appear.

Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

To have and to hold all and singular the premises above mentioned unto the said Shapleigh Barton his heirs and assigns forever.

And I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the premises before mentioned unto the said Shapleigh Barton against myself & my heirs and against every other person or persons lawfully claiming or to claim the same or any part thereof.

Witness my hand and seal this 1st, day of November in the year of our Lord one thousand eight hundred and forty-five and seventieth year of America Independence.

Signed, sealed and delivered in presence of:
George W. Gilreath,
Wm. Cunningham.

Josiah Hawkins (Seal)

South Carolina,
Greenville District.

George W. Gilreath made oath before me the subscribing Justice, that he saw Josiah Hawkins sign, seal and deliver the foregoing deed to Shapleigh Barton for the use and purpose therein mentioned and that Wm. Cunningham with himself was a subscribing witness to the same. Sworn to and subscribed this 1st, day of November A.D. 1845.
Wm. Cunningham, M.G.D.

George W. Gilreath.

South Carolina,
Greenville District.

I, Wm. Cunningham one of Justice of the Quorum of said District do hereby certify unto all whom it may concern that Avarilla Hawkins the wife of the within named Josiah Hawkins did this day appear before me and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named Shapleigh Barton, his heirs and assigns, all her right and claim of Dower of in or to all and singular the premises within mentioned and released. Given under my hand and seal this 1st, day of November 1845.
Wm. Cunningham, J.Q.

Avarillar Hawkins (L.S.)

Recorded December 31st, 1918.

(Contract to sell land)

State of South Carolina,
County of Greenville.

This indenture made between J.M. Fortner, executor for Ava I. Fortner, party of the first part, and W.D. Howard, party of the second part, Witnesseth:

That the party of the first part for and in consideration of the sum of One Hundred (\$100.00) dollars to him in hand paid this day (the receipt of which is hereby acknowledged) and the further consideration of Five hundred (\$500.00) dollars to be paid by the party of the second part quarterly installments \$25.00 every three months, interest at 7 per cent per annum, beginning on the 1st day of Jan. 1919, for a period of --- months, does hereby lease unto the party of the second part, lots of land number --- of a plat known as the --- Beginning at a stone 3X south 72-3/4 W. 20 chains & 85 to a stone X, thence W. 28-3/4 W. 27.76 to a lightwood stake in old road; thence N. 49-3/4 E. 13.60 to a stone; thence S. 85 1/2 E. 7.00 to a stone; thence S. 86 E. 3.40 to stone; then S. 21-3/4 E. 27.75 to the beginning corner, containing 60 acres, more or less, duly recorded.

in R.M.C. office of Greenville County, S.C. in Vol. 23, page 150. The said W.D. Howard agrees to give me J.M. Fortner Ex. for Ava I. Fortner \$600.00 for the above land to pay \$100. to day an a balance of \$500. with interest from Jan. 1-19 at seven per cent per annum, payable annually to be paid \$25.00 every three months or \$100 per year until the full amount \$500 and interest is paid. In the event of the non-payment of any of the above mentioned monthly sums for a period of ninety days, and the repayment of one dollar to the party of the second part liquidated damages, then this contract shall become null and void, and the party of the first part shall have the right to re-possess himself of the said lots immediately.

Privilege is hereby given to the party of the second part to anticipate any or all of the monthly payments, and whenever the whole amount herein stipulated on this lease shall be paid then the party of the first part agrees, and does hereby bind himself, his heirs, administrators, Executors and assigns to make a good and warranty deed to the property above described in fee simple to the party of the second part.

The party of the second part hereby accepts the lease of the above described property upon the terms herein set forth.

In witness whereof the parties hereto have set their hands and seals this the 1st, day of Jan. 1919.

Witness:

James R. Bates,

J.M. Fortner, Ex. for Ava I. Fortner,
Party of the first part

J.V. Croskeys.

W.D. Howard,
Party of the second part.

State of South Carolina, County of Greenville.

Personally appeared before me J.V. Croskeys and made oath that he saw the above parties namely J.M. Fortner, Ex. for Ava I. Fortner and W.D. Howard sign, seal and as their act and deed deliver the above written instrument.

Sworn to before me this 1st,

day of Jan. 1919.

J.V. Croskeys

James R. Bates (L.S.)

Notary Public for S.C.

Recorded January 1st, 1919.