

man, be liable to the debts contracts or engagements of the said William F Lester her intended husband and to receive and take the utmost proceeds emoluments and advantages arising therefrom for her sole use and benefit. And in case the said William F Lester in intended husband. then in trust that the said John Mc Crook do grant convey assign transfer and let over all and singular the property before mentioned unto the said Sarah Hook Crook her Executor administrator and assigns absolutely freed and discharged of and from all other and further trusts. But if it shall be happen that the said William F Lester should survive the said Sarah Hook Crook his intended wife then in trust that the said John Mc Crook do grant convey transfer assign and let over all and singular the property and estate before mentioned to such person or persons as the said Sarah Hook Crook by her last will and testament notwithstanding her covenant may direct and appoint and in default of such appointment to such person or persons as may be legally entitled to the same, under the Statute of Distribution of the said State in such case made and provided and their heirs forever absolutely freed and discharged from all other and further trusts. And the said Sarah Hook Crook hereby declare that it shall and may be lawful for the said John Mc Crook by and with the consent and approval of the said William F Lester her intended husband and himself to purchase and sell Real and Personal Property, and change the investment of the property before mentioned in any manner they may deem desirable and advantageous without applying to the Court of that purpose. And if the said John Mc Crook should die or find it impracticable at any time or from any cause to execute the trust herein expressed in him the said William F Lester and Sarah Hook Crook may appoint in writing a Trust to execute the provisions of this instrument in the place and stead of the said John Mc Crook, who shall have the same power and be subject to the same restrictions as the said John Mc Crook.

In witness whereof we the said parties to these presents have hereunto set our hands and seals the day and year above written  
 signed sealed & delivered in the presence of  
 of A. H. Crook 33  
 of J. D. Donaldson 33  
 William F Lester  
 Sarah H. Crook  
 John Mc Crook

The State of South Carolina Personally appeared Augustus S. Hook Greenville District before me and made oath that he saw William F Lester Sarah Hook Crook and John Mc Crook sign seal and deliver the foregoing instrument of writing for the uses and purposes therein mentioned and that he together with J. D. Donaldson witnessed the execution of the same  
 sworn to and subscribed this 21<sup>st</sup> day of December A. D. 1864  
 before me J. D. Donaldson Not. Pub. & Ex. off. M. G. H. Recorded 9<sup>th</sup> January 1865

J. W. Grady of Greenville District in the State of South Carolina  
 & J. D. Bivings of Spartanburg District in the State of South Carolina  
 Mortgage  
 This Indenture made the fourteenth day of November in the year of our Lord one thousand eight hundred and sixty six between

John W. Grady of Greenville District in the State of South Carolina and James Bivings and James S. Bivings of Spartanburg District in the State of South Carolina of the one part, with David O. Hawthorn and Sydney H. Turbyfield of the other part, witnesseth whereas the said John W. Grady together with the said David O. Hawthorn and Sydney H. Turbyfield is justly indebted to the said James Bivings and James S. Bivings in the sum of twenty thousand dollars to wit to the said James Bivings in the sum of ten thousand and four hundred dollars by five joint and several sealed notes bearing even date with these presents with interest from date to be paid or completed annually three of said notes being for one thousand dollars each and due and payable the first six months after date the next six months after the first and so on till the tenth and last which is given for fifteen hundred dollars and payable five years after date, and also to the said James S. Bivings in the sum of nine thousand and five hundred dollars by five joint and several sealed notes bearing even date with these presents with interest from date to be paid or completed annually three notes being for one thousand dollars each and due and payable as follows to wit, the first six months after date the next six months after the first and so on till the tenth which is given for five hundred dollars and payable five years after date, the said notes to the said James Bivings and the said notes to the said James S. Bivings having been given by the said John W. Grady David O. Hawthorn and Sydney H. Turbyfield jointly and severally for the respective intents and proportions amount and part of the said twenty thousand dollars, \$20,000. the purchase money for a tract of land supposed to contain three thousand and sixty acres on Middle River in Spartanburg District in said State on which is a Cotton Factory and Machinery a mill Swelling & conveyed by the said James Bivings and James S. Bivings to the said John W. Grady David O. Hawthorn and Sydney H. Turbyfield by deed of even date with these presents. Now this Indenture witnesseth that the said John W. Grady for and in consideration of the premises aforesaid for the better securing the payments of the aforesaid notes to the said James Bivings and to the said James S. Bivings and also in consideration of the sum of five dollars to the said John W. Grady by the said James Bivings and James S. Bivings 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 James Bivings and James S. Bivings all that piece parcel and tract of lot of land situate lying and being in the District of Greenville and State aforesaid on the South East side of the town of Greenville and near the corporate limits of the same being the same lot on which the said John W. Grady resides and containing sixty eight acres more or less being composed of two lots or parcels of land one containing fifty nine acres more or less which was conveyed by the Executors of John Coleman deceased to Henry H. Williams by deed of February 14<sup>th</sup> 1857 and has been