

It have and to have the said black gelding horse called Mis-
 rags and some mare Molly unto the said Edward Croft his executor
 Administrator and assignee to his use their sole use and behoof
 forever And I the said Theodore G Croft Jr for myself my
 executor and Administrator do Covenant to and with the
 said Edward Croft his Executor Administrator and assignee
 that I and lawfully possessors of the said horse and mare as
 of my own property that the same is free from all encum-
 -brance and that I will and my executor and adminis-
 -trator shall warrant and defend the said horse and mare to
 the said Edward Croft his executor Administrator and assignee
 against the lawful claims and demands of all persons. Provided
 nevertheless that if the said Theodore G Croft Jr his executor or
 Administrator shall well and truly pay unto the said Edward
 Croft his executor Administrator or assignee on or before the
 first day of May A.D. 1869 the said sum of Five hundred
 and twenty five dollars with all the interest that may there to
 due there on at the rate of seven per cent per Annum from the
 1st day of December A.D. 1866 the payment of which sum
 with the interest there on as aforesaid the mortgage is intended
 to secure and which said sum was borrowed by said Theodore
 G Croft Jr from said Edward Croft to pay for said horse and
 mare then this Covenant or Mortgage shall be void but other-
 -wise to be and remain in full force and effect. And provid-
 -ed also that until default by the said Theodore G Croft Jr his
 executor and Administrator in the payment of the said sum
 of Five hundred and twenty five dollars with all the interest
 that may be due there on at the rate and from the time aforesaid
 that it began to accrue on the said first day of May A.D. 1869
 the time here before fixed for the payment of said sum and
 the interest there on it shall be lawful and right for the said
 Theodore G Croft Jr his executor or Administrator or assignee
 to keep and retain possession of said horse and mare &
 use and enjoy the same but if the said horse and mare
 should be attached at any time before the payment of said
 sum of five hundred and twenty five dollars and the
 interest there on at the rate aforesaid that may there to
 due there on by any other creditor or creditors of the said
 Theodore G Croft Jr or if the said Theodore G Croft Jr his
 executor or Administrator shall make default in the
 payment of the said sum of five hundred and twenty five
 dollars or any part thereof or the interest there on at the rate
 aforesaid from the said first day of December A.D. 1866 or
 any part thereof at or on the said first day of May A.D. 1869
 the time fixed for the payment of the same then and in either of
 such cases or events it shall be lawful and right for the said
 Edward Croft or his executor Administrator assignee agent
 or attorney to take immediate possession of said horse and
 mare to his and their own use and to sell the said horse
 and mare for Cash at public sale at some public place

in the town of Greenville in said District of Greenville and
 State of South Carolina after having given twenty days notice
 of the time place and terms of said sale by advertisements put
 up at five of the most public places in said District without
 any further or other authority than is herein contained and to
 apply the proceeds of said sale to the payment of said sum of five
 hundred and twenty five dollars and the interest that may there
 be due there on at the rate aforesaid and from the time aforesaid
 it began to accrue and the costs of said sale. In testimony
 whereof I the said Theodore G Croft Jr have hereunto set my hand
 and seal this the 7th day of April A.D. 1868

J. G. Croft Jr. *(Signature)*

The State of Arkansas } Be it remembered that on this the 7th day
 Lafayette County } of April A.D. 1868 before me James M.
 Montgomery clerk of the Circuit Court which is a Court of record in
 said County of Lafayette in the State of Arkansas duly and
 -missioned as such personally came and appeared Theodore G
 -Croft Jr. to me personally well known and voluntarily ac-
 -knowledge that he had voluntarily signed sealed and executed
 the foregoing Mortgage for the use purposes and Considerations
 therein mentioned and set forth and desired the same to
 be Certified and I do so Certify in testimony whereof I have
 hereunto set my hand as such Clerk and Officer the Seal of
 of said Court the day and year in this Certificate above written
 J. M. Montgomery
 Clerk Circuit Court

The State of Arkansas } I Edwin H. Dodd the acting and duly
 Lafayette County } commissioned Judge of the County Court in and for the County
 of Lafayette in the State of Arkansas do hereby Certify and
 and make known that James M. Montgomery whose genuine
 signature is subscribed to the foregoing Certificate of Acknow-
 ledgment is now and was at the time the same was made
 the acting and duly commissioned Clerk of the Court in and
 for said County of Lafayette in said State of Arkansas and
 full faith and credit are due to all his official acts, and
 that said County Court of which I am Judge and said
 Circuit Court are both Courts of record and each has a Seal
 In testimony whereof I have hereunto set my hand as such
 Judge at Greenville in said County of Lafayette Arkansas on
 this the 7th day of April A.D. 1868.

E. H. Dodd
 Judge of said County Court
 of Lafayette County Arkansas

E. L. Fowler	715	The State of South Carolina
do		To take whom these presents may con- cern I Emily J. Fowler of the District of Greenville in the State aforesaid
Robert Hayes		do
James Ametung		do

Witness I the said Emily J. Fowler