

In the Matter of
 Wm. M. Thomas Executor of the Estate of
 Absalom Blythe
 Assignments of Bankrupt Effects
 In the District Court of the United States for the District
 of South Carolina in the matter of Wm. M. Thomas Executor
 of the Estate of Absalom Blythe in Bankruptcy District of S.C.
 Now all men by these presents that Absalom Blythe
 long deceased duly appointed assignee of the estate of Wm. M.
 Thomas of Cherty in the County of Chester and State of
 S.C. who has been adjudged by decree of this Court
 upon the petition of Mr. Clarkson one of the Creditors of
 said Blythe by virtue of the authority vested in me
 by the fourth section of the act of Congress entitled
 "An Act to establish a uniform System of Bankruptcy
 throughout the United States approved March 2^d 1867"
 do hereby convey and assign to the said Absalom Blythe
 Assignee as aforesaid all the Estate Real & Personal of the
 said Wm. M. Thomas Bankrupt including all property
 of whatever kind of which he is possessed or in
 which he was interested or entitled to have on the
 third day of February 1867 one thousand Eight Hundred
 and thirty one Dollars with all his Credits, Rights
 and Profits relations thereto Saving and excepting
 such property as is exempted from the operation
 of this assignment by the provisions of said Statute
 Section of said Act I have and to hold all the
 foregoing premises to the said Absalom Blythe and his
 heirs and assigns forever for the use and purposes
 and with the honors and Subject to the conditions
 and limitations, provisions and set forth in said Act
 My witnesses whereof I Mr. Clarkson one of the Justices
 of the Peace for the District of South Carolina
 do hereby certify and caused the Seal of said District Court
 to be affixed this 31st day of August Anno Domini
 one thousand eight hundred and seventy one
 Wm. M. Clarkson
 J. P. of the District of S.C.
 M. G. Clarkson Register

Recorded 6 OCT 1871
 B. H. Earle Mortgagor The of South Carolina
 Benjamin Simmons
 This Indenture made
 the twenty fifth day of September A.D. 1871 between
 B. H. Earle of the one part and Benjamin Simmons
 of the other part Witnesseth that the said Benjamin
 Simmons is indebted to the said B. H. Earle in the
 sum of one hundred fifty dollars by three

single bills for fifty dollars each of even date
 hereunto and to be paid respectively in one two and
 three years from date with interest from date and
 given for the purchase money of the tract of land
 hereinafter described and this day conveyed to the said
 Benjamin Simmons by the said B. H. Earle Now
 this Indenture witnesseth that the said Benjamin Simmons
 for and in consideration of the premises aforesaid and
 also in consideration of the sum of five dollars to the
 said Benjamin Simmons by the said B. H. Earle in hand
 paid as and before the sealing and signing of these
 presents have granted bargained sold and released
 and by these presents do grant bargain sell and
 release unto the said B. H. Earle all the lot or tract
 lying on the Augusty Road and the lane leading
 from said Road to the old Judge Earle place
 containing about one acre and more fully described
 by the deed of the said B. H. Earle to the said Benjamin
 Simmons together with all and singular the
 Right Manner 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 before mentioned unto the said
 B. H. Earle his heirs and assigns forever And I do
 hereby bind my heirs Executors and administrators
 to warrant and save firm defend all and singular
 the said the said premises unto the said Benjamin B. H.
 Earle his heirs and assigns against me and my
 heirs and against every person whomsoever lawfully
 claiming or to claim the same or any part thereof
 Provided Always nevertheless and it is the true intent
 and meaning of the parties to these presents that if
 the said Benjamin Simmons his heirs Executors and
 Administrators shall fail to pay within of the said
 single bills and interest as it become due there
 and in that case each of those monies unpaid
 shall at once become due and payable and the
 said B. H. Earle may forthwith or so soon as he shall
 it desirable foreclose this mortgage for the whole
 amount of the three single bills But if the said
 single bills and each of them shall be well
 and truly paid according to the tenor and effect
 and as the terms of Matyrids then and from
 thenceforth these presents shall be utterly null void
 and of no effect and no part thereof shall be
 in any wise notwithstanding And it is covenanted
 and agreed upon by and between the parties