

Jordan Smith Estate

South Carolina

Heavy District

To James Beatty Ordinary for said District

The petition of Philip Thompson who intermarried with Jane Smith daughter of Jordan Smith late of Heavy District decd. Respectfully request, that on reading the annexed affidavit an order for division or sale of the real estate of the said Jordan Smith decd be granted so that a division of the same may be made amongst the heirs of the said Jordan Smith and your petitioner will ever pray &c.

November 25.

Test J. N. Anderson

Philip Thompson

South Carolina

Heavy District

Personally appeared Samuel Anderson & John N. Thompson who being duly sworn saith that they are well acquainted with the Real Estate of Jordan Smith decd late of said District and do say that they verily believe the said Real estate is not worth one thousand dollars.

Sworn to before me

This 25th day of November 1844

James Potter

J. N. Thompson

J. N. Thompson

J. N. Thompson

Philip Thompson & wife
applicants

Summons

Susannah Smith

George Smith

Solomon Smith

Bethel Smith

Wilson Smith

in

Partition

The State of South Carolina
To Susannah Smith George Smith
Solomon Smith and Bethel Smith &
Wilson Smith legal heirs and representatives of Jordan Smith who decd
Greeting

You are hereby required to appear at a Court of Ordinary to be held at Heavy Court House on Friday the 2nd December next at 12 o'clock to shew cause if any you can why the real estate of Jordan Smith decd situated in said district on ^{people} ~~people~~ adjoining lands of John N. Thompson & containing 4 1/2 Acres should not be divided or sold allotting to the said Philip Thompson & wife their distributive share and the remainder to be divided according to law Given under my hand and seal this 27 November A.D. 1844

James Beatty

Ordry &c

Philip Thompson & wife
applicants

Summons

Susannah Smith

George Smith

Solomon Smith

Bethel Smith

in

Partition

Decr 6 1844

The parties in the above case all attended at 12 o'clock agreeable to the summons.

Jordan Smith's Estate continued

Description of land:

- 1 Tract sold by Samuel Anderson to Jordan Smith part of a tract granted to him 5th Oct 1829 bounded by lands of Adam Jordan and land granted to Geo B Smith
- 2 Tract of 200 acres on south side of Poplar Swamp and adjoining lands called the Chappell land late ^{the} residence of Jordan Smith.

The right of Jordan Smith dec'd to a tract granted to said Smith 15 Jan'y 1835 lying on Maple Swamp bounded by lands of J Hemingway, James Singleton on the north by Slip Holmes south by Wm Jordans land, to the W by Jordan Smith and Col^l Lepions land

Gusannah Smith and Solomon Smith wishes the land divided also George Smith.

Philip Thompkins and Bethel Smith wishes the land sold for a division

Examined H. B. Hemingway, a disinterested person and who is acquainted with the lands of Jordan Smith who under oath states that in his opinion that it would be most beneficial to the heirs to sell the land as there some portions of it very poor, consequently there could not be an equal division made.

F. J. Lepions Sworn says that he does not think the lands could be divided so as to make the portions equal or without injury to the parties. On due examination of the above case. It is ordered and decreed that the lands named above sold by the Sheriff of Horry District on the first Monday in January 1845 or some other sale day on the following terms so much as will be necessary to pay expenses of partition to be paid in cash the balance payable in 12 months the purchaser to give bond & security & mortgage of the premises bearing interest from the sale the papers to be given to the Ordinary

James Beatty

Ordery H. B.

Ordery Fee	\$10
Shff	50
H. B. Hemingway	50
F. J. Lepions	50
Shff on sales for	
Advertising & selling	3 00
	\$20. 70

Am't sale of land	\$81. 00
Costs paid	20 70
	\$60. 30

Copy Bond

South Carolina, Know all men by these presents that we Philip Horry District, Thompkins Samuel A. Anderson are held and firmly bound unto James Beatty ordinary of the District aforesaid or his successors an Office in the full and just sum of one hundred and twenty dollars and sixty cents to be paid to the said James Beatty body or his successors Ordinaries of the district aforesaid or their certain attorney or assigns to which payment well and truly to be made and done we bind ourselves and every of us our and every of our heirs Executors and Administrators for the whole and in the whole jointly and jointly by these presents sealed with our seals and dated this day of January in the year of our Lord one thousand eight hundred and forty five and sixty ninth year of American Independence

The condition of the above obligation is such that if the above bound Philip Thompkins shall well and truly pay or cause to be

Jordan Smith's Estate continued

paid to the said James Beatty Ordinary as aforesaid on the first day of January next which will be in the year of our Lord one thousand eight hundred & forty six the sum of fifty dollars and thirty cents with interest thereon from the 25th January 1845 without fraud or further delay these the above obligation to be null and void otherwise to remain in full force and virtue

Witness our hands & seals the day and year above written

Signed sealed and delivered

in presence of

Jos. A. McMillan

Thomas Smith

Philip + Thompson 
mark

Mortgage

South Carolina: Know all men by these presents that I Philip Henry District Thompson of the district and State aforesaid for and in consideration of the sum of fifty dollars and thirty cents to me in hand paid by James Beatty Ordinary of the district aforesaid have bargained sold and released and by these presents do bargain sell and deliver unto the said James Beatty Ordinary aforesaid all those two tracts sold as the property of the Estate of Jordan Smith dec'd lying in the district aforesaid and between Poplar Swamp & Maple Swamp embracing the late residence of Jordan Smith dec'd and containing three hundred acres more or less bounded by lands of John H. Thompson and land known by the name of the Chappaqua To Have and to hold all and singular the premises aforesaid to the said James Beatty Ordinary aforesaid or his successors in office or assigns forever. Provided nevertheless that if the said Philip Thompson his heirs executors administrators or assigns shall and do well and truly pay or cause to be paid a certain Bond given by me for the purchase money of the above described lands and bearing even date with these presents the sum of fifty dollars & 30¢ on the first day of January next with the interest thereon from the 25th day of January 1845 then and in that case the above sale or mortgage to be of no effect otherwise to remain in full force and virtue. Witness my hand and seal this 25th Jan. 1845

Signed sealed and delivered

in the presence of

Jos. A. McMillan

Thomas Smith

Philip + Thompson 
mark