

Lewis Floyd Estate

South Carolina

Horry District To James Beatty Ordinary

The petition of Lewis H Floyd sheweth that he is a legal heir of Lewis Floyd late of Horry District dec^d who died intestate leaving at his death some landed estate wherein your petitioner is interested. as an heir he therefore prays that the Court of Ordinary may order a sale or division of said real estate of the said Lewis Floyd dec^d among his legal heirs at as early a period as may be consistent to your petitioner will ever pray &c

June 1 1844

Lewis H Floyd

South Carolina

Horry District } Personally appeared Thomas A Beatty and James Floyd before me who being duly sworn deposeth and saith that they do not believe the real estate of Lewis Floyd deceased to be worth more than one thousand dollars valuation sworn to before me this

26th May 1844

James E Newson D

Magist

Thos A Beatty

James Floyd

Lewis H Floyd
applicant

The State of South Carolina

To James E Newson and Mary his wife

James E Newson & wife & others

Sarah Ann Floyd James L B Floyd Silvester Folly wife Elizabeth Washington Blackwell and Eliza his wife Burrell H Floyd Cecelia Jane Floyd legal heirs at law of Lewis Floyd late of Horry District dec^d

Greeling You are hereby required to be and appear before a Court of Ordinary to be held at Conwayborough on Saturday the 22d instant to shew cause if any you can why the real estate of Lewis Floyd dec^d lying in Horry District on Cedar Creek and containing nearly four hundred acres more or less should not be divided or sold according to the said Lewis H Floyd his distributive share and the remaining portions to the other legal heirs of Lewis Floyd dec^d Given under my hand and seal the third day of June in the year of our Lord one thousand eight hundred and forty four and in the 60th year of American Independence

James Beatty

Ordg H D

Lewis H Floyd
applicant

Summons

an

James E Newson

& wife & others defendants

Partition

It appearing to my satisfaction that James L B Floyd and Berge Floyd two of the defendants resides without the State and that Sarah A Floyd resides without the jurisdiction of this Court It is therefore ordered that they do appear and do on or before the tenth day of Sept or their consent to the same will be entered of record

James Beatty

Ordg H D

Lewis Floyd Estate continued

Lewis H Floyd
applicant

Summons

vs

in

James E. Newson &
wife & others dftd

Partition

The Sheriff having made his return on the above stated case it appears that L. H. Floyd and W. H. Floyd two of the defendants resides without the State and that Sarah Floyd is without the jurisdiction of this court to be advertised in Georgetown paper 12 weeks.

Consent to sale by Sarah Ann Floyd & Lewis H. Floyd filed Sept 14. 1844. L. H. Floyd & Sarah H. Floyd not making any answer ordered that they be barred. do. Sept 15 1844. J. Beatty

Upon considering the above matter & no objections having been made to the sale of the land & upon enquiring of Mr. J. Jones T. A. Beatty & others that they were of opinion that the land could not be devised without injury to the parties concerned I decree and order that land be sold for division on the first Monday in November next or some other convenient sale day by the Sheriff of Horry on the following terms so much as will be necessary to pay the expenses of partition to be paid in cash the balance payable in 6 mos from sale purchasers to give bond with approved security and mortgage of the premises

List of the several tracts of land

1. The right of Lewis Floyd deceased to 1 tract of land granted to Ann Floyd 231 acres lying on heart wheel Swamp & cedar creek surveys b. Nov. 1795 and granted 2^d April 1798
2. Also 1 tract on south side Cedar creek 300 acres originally granted to Isham Stevens
3. Also 485 acres originally granted to Robt Stevens 2^d July 1795 on south side Cedar Creek & near Morter Bay & heart wheel Bay
4. Also 500 acres granted to Lewis Floyd 6 June 1796 lying on branches of Cedar creek
5. Also 400 acres granted to Lewis Floyd 6 Feb 1815 lying on heart wheel Bay
6. Also 530 acres granted to Richard Lewis and conveyed to Lewis Floyd & lying on Cedar creek & Poplar Swamp
7. Also 150 acres part of 1000 acre tract on heart wheel Bay Oct 16 1844 no bid

James Beatty
Ordg H. B.

Ordinary Fees \$12.00
Printers Bill 12.37 1/2
Shipp costs 18.95
43.32 1/2

Sales
L. H. Floyd bid for land
No 14 a. \$100
" 3. 70
" 4. 130
" 5. 76
" 7. 10
" 6. 100. 50.

W. Blackwell

Lewis Floyd Estate continued

Copy Bond

South Carolina, Know all men by these presents that we Lewis
Horry District } W. Floyd Jackson Floyd & James Floyd are held
and jointly bound unto James Beatty Ordinary of the district
of Horry for his successors in office in the full and just sum of
seven hundred and seventy three dollars to be paid to the said
James Beatty or his successors Ordinaries of this district or to an
or their certain attorney or agents 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 firmly by these presents
sealed with our seals and dated this second day of December
in the year of our Lord one thousand eight hundred and forty
four and in the sixty ninth year of American Independence.

The condition of the above obligation is such that if the above
bound Lewis H. Floyd shall well and truly pay or cause to be paid
the sum of three hundred and eighty six dollars 50^{cts} to the said
James Beatty ^{Ordinary} as aforesaid on the first day of June next which
will be in the year of our Lord one thousand eight hundred and forty five
together with interest on the same from the date hereof without fraud or
delay then this obligation to be null and void otherwise to remain in full
force and virtue.

Signed sealed and delivered
in the presence of us

Stephen H. Horton

B. M. Singleton

B. Durant

Lewis H. Floyd *JB*

Jackson ^{W. Floyd} *JB*
_{mark}

James Floyd *JB*

Copy Mortgage

South Carolina, Know all men by these presents that I Lewis H. Floyd of
Horry District } the State and district aforesaid for and in consideration
of the sum of three hundred and eighty six 50^{cts} dollars to me in hand paid by
James Beatty Ordinary of the District aforesaid the receipt whereof is hereby
acknowledged have bargained sold and by these presents do bargain sell
unto the said James Beatty Ord. aforesaid all those several tracts of land
viz One tract containing two hundred and thirty one acres granted to Ann Floyd
2 April 1779 and designated at sale No 142. Tract No 3 granted to Robert Stearns
2 July 1779 and transferred to Lewis Floyd by Hardy Lewis Jan'y 24. 1834, also
one tract granted to Lewis Floyd dated 6 June 1796. No 5 also one tract granted
fifty acres being part of one thousand acres granted to Richard Lewis sit lying
on Cedar Creek & Cart wheel Bay To have and to hold the said mortgaged premises
the said James Beatty Ord. or his successor in office forever and the said Lewis H. Floyd
for myself my heirs executors administrators and agents shall and do we
grant the premises aforesaid. Provided nevertheless that I the said Lewis H. Floyd
my heirs executors administrators and agents shall well and do truly pay or cause
to be paid a certain Bond given by me and bearing even date with these presents for
the sum of three hundred and eighty six dollars 50^{cts} and due the first day of June 1845 together with the interest that may accrue
thereon from this date then and in that case this Mortgage to be void else to remain in
full force and virtue. Witness my hand and seal this second day of December 1844.

In presence of
Stephen H. Horton
B. M. Singleton
B. Durant

Lewis H. Floyd *JB*

Lewis Floyd Estate continued

Copy Bond

South Carolina } Know all men by these presents that we Washington
 Horry District } Blackwell and John A. Black are held and firmly bound
 unto James Beatty Ordinary of the District of Horry or his successors in office
 in the full and just sum of two hundred and one dollars to be paid to the said
 James Beatty 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 admin-
 istrators for the whole and in the whole jointly and firmly by these presents
 sealed with our seals and dated this second day of December in the year of
 our Lord one thousand eight hundred and forty four and in the sixty ninth
 year of American Independence. The condition of the above obligation is
 such that if the above bound Washington Blackwell shall well and truly
 pay or cause to be paid the sum of one hundred and one dollars to the said
 James Beatty Ordinary as aforesaid on the first day of June next which
 will be in the year of our Lord one thousand eight hundred and forty four
 together with interest on the same from the date hereof without fraud
 or delay then this obligation to be null and void otherwise it shall be in full
 force and virtue

Signed sealed and delivered in presence of us
 James Potter
 B. M. Tendall

W. Blackwell. (Seal)
 J. A. Black. (Seal)

Copy Mortgage

South Carolina } Know all men by these presents that I Washington Black
 Horry District } well of the State and District aforesaid for and in
 consideration of the sum of one hundred dollars fifty cents to me in hand
 paid by James Beatty Ordinary of the District aforesaid the receipt whereof
 is hereby acknowledged have bargained and sold and by these presents do
 grant bargain and sell unto the said James Beatty Ordinary aforesaid
 all that tract of land originally granted to Richard Sears 7 March 1776
 on the N.E. side of Little Pee Dee River on Cedar Creek and Poplar Swamp
 to have and to hold the said mortgaged premises the said James Beatty
 Gray or his successors in office forever and I the said Washington Blackwell
 for myself my heirs executors administrators and assigns shall and do
 warrant and defend the premises aforesaid. Provided nevertheless that if
 I the said Washington Blackwell my heirs executors administrators
 assigns shall and do well and truly pay or cause to be paid a certain
 bond given by me and bearing even date of these presents payable
 to the Ordinary aforesaid the penal sum of which is for one hundred dollars
 and fifty cents and due on the first day of June 1845 together with the
 interest that may accrue thereon from this date then and in that this
 Mortgage to be void else to remain in full force and virtue
 Witness my hand and seal this second day of December one thousand
 eight hundred and forty four

In the presence of
 B. M. Singleton
 J. A. Potter

W. Blackwell (Seal)