

Book B
 Interlineations

To and with the said John Carrick we in third page Personally in the fourth page Deceased in the sixth page.

Waightsell Avery

John McKinny

John Goodbread

 WHEREAS some disputes and Controversies have subsisted between me the subscriber Francis Beaty and Jonathan Hardin which it is my desire to compromise and settle now these presents do Witness that I the said Francis Beaty agree and covenant I will release and forever quit claim to the said Jonathan Hardin his heirs and assigns forever Twelve acres of land including his mill and Improvements therunto belonging which hath been in his possession Twenty years and also supposed be in this the line of his grant and also within the lines of my grant and I do by these presents accordingly Release and forever quit claim the said Twelve acres of Land to be laid off in a long square up the hill and to the said Jonathan Hardin his heirs and assigns forever and I the said Thomas Beaty do further agree and warrant in like manner to Release and forever quit claims to the said Jonathan Hardin his heirs and assigns forever all such further quality of land with my lines as the said Jonathan Hardin his heirs or assigns shall overflow or cause to be overflowen with the Pond of water above his the said Jonathan Hardins present mill by means of Raising the dam the present dam or any future dam that shall be made for a mill at at that place to the height of five feet higher than the present mill at that place provided Nevertheless that the said Francis Beaty shall not be obliged to execute said Releases and quit claim for such further quality of land as shall be by Reason of Raising said dam, hereafter overflow, d untill the said Jonathan Hardin his heirs or assigns shall first pay and satisfy to the said Francis Beaty his heirs or assigns the sum of Ten shillings pr. acre for the same land or hereafter to be overflowed as aforesaid and I the said Francis Beaty for the performances of the foregoing covenants do bind myself my heirs executors and Administrators to the said Jonathan Hardin his heirs and assigns In the penal sum of One Hundred Pounds. In Witness whereof the said Francis Beaty hath hereunto set my hand and affixed my seal this 15th day of April 1797.

Signed Sealed and Delivered

Frances Beaty (SEAL)

In the presence of

Daniel Camp

James Camp

 THIS INDENTURE made the 18th day of May one thousand seven Hundred and ninety six between Samuel Swann of the County of Rutherford and State of North Carolina of the one part & William Horton of the County and province aforesaid of the other part Witnesseth that the said Samuel Swann for and in Consideration of the Twenty five Pounds to him in hand paid by the said William Horton the Receipt whereof he doth hereby confess and acknowledge he the said Samuel Swann hath granted Bargain, d and sold and by these presents doth grant bargain and sell unto the said William Horton all messuage or Tenement and all those lands lying on second broad river Known by the name of Robert Swann. Beginning at an ash tree nigh the banks of said River thence south to the said Samuel Swann old line thence with the old line (thence N. 49 East to the river thence as the River Runs to a corner agreed upon as a conditional corner formerly between the said Samuel Swann and his son Robert Swann conclude or by estimation one hundred acres be the same more or less and all other Reversion and reversions. Remainder and Remainders Rents and services of the said Premises and of every part and parcel thereof with the appurtenances unto the said William Horton his executors administrators and assigns for and during the term of Ten months and a half from this date and immediately ensuing and following and fully to be compleated & ended yielding and paying therefore yearly or during said Term one piper one corn in and upon the above mentioned Term of Ten months & a half if demanded provided always and upon condition that if the said Samuel Swann his heirs executors or assigns do or shall well and truly pay or cause to be paid unto the said William Horton his executors administrators or assigns the full sum of Twenty five pounds in and upon the first day of April April next which will be in the year 1797 without any deduction or abatement whatsoever either ordinary or extraordinary that then and from thenceforth these presents and every thing hereingcontained shall cease determine and be void anything herein contained to the contrary notwithstanding and the said Samuel Swann for himself his heirs and assigns doth covenant and grant to and with the said William Horton his executors administrators and assigns that he the said Samuel Swann his heirs and assigns shall and will well and truly pay or cause to be paid unto the said William Horton his executors administrators or assigns the said full sum of Twenty five pounds and upon the said first day of April next without any deduction as aforesaid according to the true intent and meaning of these presents and also that he the said William Horton his executors administrators and assigns shall and may at all times after default shall be made in performance of the proviso or condition herein contained peaceably and quietly enter into have hold occupy possess and and enjoy all and singular the said messuage or Tenement lands or premises above mentioned and every parcel thereof with the appurtenances for every without Trouble hindrance molestation and device of him the said Samuel Swann his heirs and assigns and of all every person or persons whatsoever and further that he the said Samuel Swann and his heirs and all and every other persons and persons & his & their heirs anything having or claiming in the said messuage or Tenement above mentioned and premises, or any part thereof Shall and will at anytime or times after default Shall be made in performance of the proviso or condition herein contained make do or execute or cause or procure to be done made and executed all and every such further and