## WILL of

#### FRANCIS EDRINGTON, Senr.

Whereas, I, <u>Francis Edrington</u>, Senr. of Fairfield Dist., South Carolina, Planter, being weak in body, but of a sound mind & memory, calling to remembrance that it is appointed for man once to die; do make and bequeath this my last will and Testament, revoking all other wills and Testaments whatever.

In the first place it is my will that my body be decently interred, after the most christian burial: & that my funeral expenses be paid - and that all my lawful debts be paid.

In the Second place it is my will and pleasure, that my beloved wife, <u>Frances</u> <u>Edrington</u>, in addition to her lawful part of the Estate, should have a decent support; and at her decease that my beloved son <u>William</u> should have the whole of the land, on my present place of residence on Beaver Creek - to have his choice of 2 negroes, to wit Giles or Lewis - I also will and bequeath to my son <u>William</u> one bed and furniture - 2 Cows & Calves - It is also my will & pleasure, that the balance of the Stock, household furniture, & plantation utensels be Sold at public auction - and the proceeds of the sale to be devided, Share and Share a like.

Item. It is my will and pleasure, that my beloved daughter, <u>Mildred Fant</u>, Consort of <u>William Fant</u>, should retain according to a former deed of Gift, which I wish to remain valid, the three negroes which she has now in possession and that after my son <u>William</u> should make his choice of the 2 negroes Giles or Lewis, that my daughter <u>Mildred</u>, is to have one of them; but that she is not to Share in any of the proceeds of Sales of Stock, utensils, house hold furniture, etc. whatever.

Item. It is my will and pleasure that all the remaining Negroes, those excepted of course agreeably to the intention of this Instrament of writing - to wit the Three in possession of my daughter <u>Mildred Fant</u>, and Giles & Lewis, already previously disposed of, should be sold & the proceeds to be equally distributed among all my other children, <u>Mildred</u> and <u>William</u> excepted.

Item. It is my will and pleasure that all monies that I may have in possession, and arising from Notes and Accounts, as well as from my present growing Crop, be equally divided between all my children, without exception.

Item. It is my will and pleasure, that the note I have against my Son <u>William</u>, of Fifty dollars, in consideration of a Horse purchased of me, Shall not be demanded - but to remain of no force, null & void.

Item. I do hereby appoint my beloved Sons, <u>Jesse</u>, <u>Francis</u>, and <u>William</u>, to be Executors of this my Last Will & Testament.

Subscribed to this 10th of June A.D. 1824.

## FRANCIS EDRINGTON (L.S.)

In the presence of <u>Geo. B. Pearson</u> <u>William Shelton</u> Caleb Greenough

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Proved - not found Recorded <u>Nov. 4, 1824</u> In Will Book #9, Page # 6 Apt. # 46 File # 720

donated by Claire Utt 1518 12th St. Winfield K3 67156

## (Fairfield County, S.C.)

#### In the Name of God Amen

I, <u>Henry Edrington</u>, of the State of South Carolina and District of Fairfield, being at this time in possession of ordinary health and of sound mind and memory, praised be God for the same, do make this and Declare it my last will and testament in manner and form following - - - to-wit:

lst I give and bequeath unto my wife, <u>Lucy Edrington</u> all that part of my Plantation lately purchased of <u>Thomas Lyles</u>, known by the name of the Rooks Place lying and being on the West side of the ferry Road including the Dwelling House and other buildings during her natural life or widow hood, also two negroes, namely Crippis and Harriott and their increase for the above term of time and at the Marriage or Death of myssaid wife <u>Lucy the</u> above Land and Negroes with their increase to be disposed of as hereinafter Specified or Directed and also I give to my wife <u>Lucy</u> one feather Bed and furniture which she brought with her at our Marriage to do and dispose of as she may please - -

2nd I give devise and bequeath unto my three daughters, <u>Jamima McGraw</u>, <u>Hister Blakeley</u>, and <u>Theodosia Cockrell</u>, all of my other personal Estate that I may have at my decease the same to be sold and the proceeds equally divided by my Executors after paying my Debts

3rd I give devise and bequeath unto my two grand chidlren, <u>Francis H</u>. and <u>Charlotte E. Edrington</u> all the said Lands above named at the death of or marriage of my wife <u>Lucy</u> together with the Balance of the Said tract purchased of the said <u>Lyles</u> above named and Eight Acres purchased of <u>M. T. Burnes</u> to be equally divided between them - -

4th I Give, Divise and bequeath unto my three Daughters above named the two Negroes above named to my Wife <u>Lucy</u> at her death, with their increase to be equally divided between them, or their heirs at the marriage or death of my said wife.

5th And I do hereby nominate, constitute and appoint <u>Thomas Lyles</u> and <u>Marshall McGraw</u> sole Executors of this my Last Will and Testament, in witness whereof I have hereunto set my hand and Seal this 27th day of July in the year of our Lord one thousand eight hundred and thirty five.

HENRY EDRINGTON (L.S.)

Signed Sealed and Declared and Published by the said Henry Edrington as his and for his last will and testament in the presence of us who at His request and in His presence have subscribed our Names in His Presents as witnesses thereto.

Test <u>M. T. Burns</u>

E. R. Lyles

Mary Lyles

Thomas M. Lyles

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Proved 3rd Oct., 1836

Recorded - not found

In Will Book #11 Page # 183 - 185 Apt. #47 File # 732 (Fairfield County, S.C. Deed Book I - page 286) (a mortgage)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

Know all men by these presents that I, Christopher Ederington of the State of South Carolina and County of Fairfield, have bargained and sold, and by these presents do bargain and sell unto James Kincaid of the aforesaid State and County, one negro man named Jerry, about twenty three years of age, for and in consideration of the sum of twenty pounds sterling well and truly paid at and before the signing and delivery of these presents, the receipt whereof the said Christopher Ederington do hereby acknowledge to have and to hold the said bargained negro man to the said James Kincaid, his heirs and assigns and the said Christopher Ederinton do for myself, my heirs, executors and assigns warrant and forever defend the said bargained negro man, for and to the said James Kincaid, his heirs and assigns, Provided always nevertheless and it is agreed on between the said James Kincaid and Christopher Ederington that the said Christopher Ederington, his heirs or assigns or any of them will pay or cause to be paid unto the said James Kincaid, his heirs or assigns the like sum of twenty pounds sterling money ) interest on the sum to be paid at, on, or before the first day of together with ( December next, when this Bill or Bargain and Sale shall be null and void to all interests and purposes but otherwise to be and remain in full force.

In Witness whereof the said <u>Christopher Ederington</u> has placed his hand and seal this 17th day July 1794.

Christopher Ederington (Seal)

Signed, sealed and delivered in presence of <u>Harris Freeman</u> Samuel Nelson

Fairfield County) Before me, one of the Justices appointed to keep the peace in said County appears <u>Samuel Nelson</u> and made oath, on the Holy Evangelist of Almighty God, that the said <u>Christophr Ederington</u> signed, sealed and delivered the within Instrument of writing for the purpose therein mentioned, and that <u>Harris freeman</u> signed his name with himself as witness thereto.

Samuel Nelson

Sworn to and subscribed before me this 23rd Feby. 1795

Wm. Robertson, J. P.

(Recorded 7th March 1795)

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(Fairfield County, S.C. Deed Book K - page 80) (a mortgage)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

Know all Men by these presents that I, Christopher Ederington of the State of South Carolina and County of Fairfield (planter) have bargained and sold and by these presents do bargain, sell, and deliver unto James Kincaid of the aforesaid state and County (merchant) the following property (viz) one Bay Mare 10 years old about 14 hands high, also one Bay Mare 8 years old about 14<sup>1</sup>/<sub>2</sub> hands high, also one Black Mare 3 years old, also one Sorrel Colt 1 year old, also six head cattle, also 42 head of hogs, two feather beds and furniture for and in consideration of the sum of twenty five pounds Sterling money at and before the signing, sealing and delivery of these presents the receipt whereof I, the said Christopher Ederington do hereby acknowledge to have and to hold the said bargained property to the said James Kincaid, his heirs and assigns and I, the said Christopher Ederington do for myself, my heirs, executors, administrators or assigns warrant and forever defend the said Bargained property for the said James Kincaid, his heirs and assigns, Provided always Nevertheless and it is agreed on by and between the said Christopher Ederington and James Kincaid that if the said Christopher Ederington, his heirs or assigns shall pay or cause to be paid unto the said James Kincaid, his heirs or assigns the like sum of twenty five pounds Sterling money, at, on, or before the 25th day of February next with lawful interest thereon from this date, then this Bill of Bargain and sale shall be null and void to all intents and purposes, but otherwise remain in full force and virtue.

In witness whereof the said <u>Christopher Ederington</u> hath hereunto set his hand and seal this 14th day of May 1795.

Christopher Ederington (Seal)

Signed, sealed and delivered in presence of us.

Jno. W. Morries

Wm. Fant

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(<u>Fairfield County, S.C. Deed Book K - pages 416-417</u>) (from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th, Winfield, KS, Mar., 1995)

This Indenture made this 6th day of July 1793 between <u>Christopher Ederington</u> of the State of South Carolina and Fairfield County, of the one part and <u>Joseph Frost</u> of the State aforesaid and Fairfield County, of the other part, witnesseth that the said <u>Christopher Ederington</u> for and in consideration of the sum of ten pounds to him in hand paid by the said <u>Joseph Frost</u>, the receipt whereof is hereby acknowledged, by the said <u>Christopher Ederington</u> hath bargained and sold and by these presents doth bargain and sell and confirm unto the said <u>Joseph Frost</u> all and singular that piece or parcel of land containing two acres, more or less, situate in the state aforesaid and County of Fairfield lying on both sides of Rock Creek including a Mill seat formerly belonging to <u>Entoney Funderburg</u> -

Beginning at a hickory on the North side of the creek, thence running up twenty pole to a Sasafras, thence runing up so as to inclose all the land that shall be inumbered or covered with the water by raising of the dam for the Benefit or the use of a Mill, thence runing down sixteen pole wide to a red-oak on the South side of the creek by the edge of the low ground, thence runing down the Edge of the hill twenty pole to a red-oak and from thence to the Beginnign

it being part of a tract of land formerly belonging to John Robuck and conveyed to the said Christopher Ederington - together with all the woods, underwoods, timbers and timber trees, lakes, ponds, waters and water courses, commons, commons of pastures, profits, commodities, privileges and hereditaments to same reflectively belonging or in anywise appertaining the ( ) and revisions, remainder, rents and service of the said premises, and of every part thereof and all the Estate right title Interest and demand whatsoever of him the said Christopher Ederington or his heirs - of, in and to the said land and premises and every part thereof, To have and to hold the said tract of land containing two acres more or less and all and singular the premises above mentioned and every part and parcel thereof with the appurtenances unto the said Joseph Frost, his heirs and assigns forever, and the said Christopher Ederington for himself, his heirs ( ) to said land and premises and every part thereof against him and his heirs and against all and every other ( ) whatsoever to the said Joseph Frost, his heirs and assigns shall and will warrant and forever defend by these presents - IN Witness whereof the said Christopher Ederington hath hereunto set his hand and seal the day and date first mentioned --

> <u>Christopher Ederington</u> (Seal) her <u>Elizabeth X Ederington</u> (Seal mark

Signed, sealed and delivered in the presence of <u>Thos. Ederington</u> - <u>Jesse Fant</u> <u>Frizzell McTyyer</u> - <u>Daniel Major</u>

Received the day and date within mentioned the within mentioned sum of ten pounds being the full consideration money within mentioned, I say received by me --

Christopher Ederington

Witness

Thomas Ederington

(Recorded 5th April 1797)

South Carolina, Fairfield County, personally appeared before me <u>Aromanus Liles</u>, one of the Justices appointed to keep the peace in the said County, <u>Thomas Ederington</u>,

(Cont'd.)

and made oath on the holy Evangelist and Almighty God that he was personally present and saw <u>Christopher Ederington</u> sign, seal and as his act and deed deliver the within Deed or Instrument of writing to <u>Joseph Frost</u> for the uses and purposes within mentioned, and that he also saw <u>Christopher Ederington</u> sign the receipt on the back for the consideration money, and that he also saw <u>Frazel McTyre</u> and <u>Damiel Major</u> subscribe their names as witnesses with himself thereto --

Sworn and subscribed to before me the 19th day of November, 1793.

Thos. Ederington

Aromanus Liles, J.C.

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(page 2, Fairfield Co., S.C. Deed Book K, pages 416-417)

(Fairfield County, S.C. Deed Book K - pages 414, 415, 416.)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th, Winfield, KS Mar., 1995)

This Indenture made the 20th day of January in the year of our lord 1792, and in the Sixteenth year of the Independence of the United States of America, between William Yarborough of Fairfield County and State of South Carolina, Yeoman, of the one part, and Francis Ederington, of the same State and District aforesaid, planter, of the other part, Witnesseth that the said William Yarborough for and in consideration of the sum of 22 pounds Sterling at or before the Sealing and Delivery of these presents the receipt whereof is acknowledged and to be contented, satisfied and paid, have bargained and sold and by these presens do bargain and sell unto the said Francis Ederington, his heirs and assigns a plantation or tract of land containing 100 acres situate and lying on the north side of Broad River in Fairfield County, on a creek called Rocky Creek or branch of Broad River bounded on land formerly belonging to John Rowbuck, other side on landbelonging to Abraham Mayfield and hath such shape and markers as are represented in a plat to the original grant annexed, then granted to the said William Yarborough by his Excellency William Bull Esqr. Lieut. Governor, recorded Oct. 11th, 1770, in the Land Office, in book K. No. 10 page (264) and now from the said William Yarborough to the said Francis Ederington, his heirs and assigns forever, in Fee simple together with all and singular the buildings, fences, Ways, paths, passages, liberties, priviledges, woods, underwoods, timbers, meadows, lakes, ponds or fishing waters and water course, entitlements, rights and appurtenances whatsoever to the said plantation or tract of 100 acres of land belonging or in anywise appertaining said (etc. ---) to have and to hold the plantation or tract of land of 100 acres unto the said Francis Ederington, his heirs and assigns forever, and the said William Yarborough grants bargains, sells (etc.).

In Witness whereof the said parties presents hereunto changeably set his hand and affixed his Seal the day and date above written --

William Yarborough (Seal)

Signed, sealed and Delivered) in the presence of () <u>Thomas Ederington</u> () John Ederington ()

(NOTE: they also acknowledged the receipt of payment.)c.u.

South Carolina )

Fairfield County) Personally came and appeared before me <u>Arramonus Liles</u>, one of the Judges of the County Court of Fairfield, <u>John Ederington</u>, and make oath on the holy Evangelist of Almighty God that he this Deponent was personally present and saw the within named <u>William Yarborough</u> sign, seal and deliver the within Lease and Release to <u>Francis Ederington</u> for the use and purposes within mentioned and that he, this Deponent saw the said <u>Yarborough</u> sign the receipt on the back for the consideration, money, etc..

John Ederington

Sworn and Subscribed before me the 4th day of January 1797 <u>Arramanos Liles</u>, J.C.

(Recorded 4th April 1797)

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## (Fairfield County, S.C. Deed Book K - page 120) (a mortgage)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

Know all men by these presents that I, <u>George Ederington</u> of the STate of South Carolina and County of Fairfield (planter) have bargained sold and delivered and by these presents do bargain, sell, and deliver unto <u>James Kincaid</u> of the aforesaid State and County (merchant) one negroe Boy named <u>Jack</u>, about 17 years of age for and in consideration of the sum of 45 pounds Sterling money, at and before the signing and delivery of these presents, the Receipt whereof I, the said <u>George</u> <u>Ederington</u> do hereby acknowledge To have and to hold the said Bargained negro unto the said <u>James Kincaid</u>, his heirs and assigns, and I, the said <u>George Ederington</u>, do for myself, my heirs, executors and administrators and assigns warrant and forever defend the said negro Boy named <u>Jack</u> for and to the said <u>James Kincaid</u>, his heirs and assigns forev er,

Provided always and nevertheless and it is agreed on by and between the said <u>George Ederington</u> and <u>James Kincaid</u> that if the said <u>George Ederington</u>, his heirs or assigns shall pay or cause to be paid unto the said <u>James Kincaid</u>, his heirs or assigns the like sum of 45 pounds Sterling Money at, on, or before the 1st day of July 1796, then this Bill or bargain and sale shall be null and void to all interests and purposes but otherwise to be and remain in full force and virtue.

In Witness whereof I, the said <u>George Ederington</u> hath hereunto placed my hand and seal this 15th day July 1795.

George Ederington (Seal)

Signed, Sealed and Delivered In the presence of

James Owens

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(Fairfield County, S.C. Deed Book L - pages 143,144) (from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

State of South Carolina

Know all men by these presents that <u>Wm. Halley Junior</u> of Fairfield County and State aforesaid, planter, in consideration of the sum of fifty pounds sterling to me in hand paid by <u>George Ederinton</u> of the said County and State, planter, have granted, bargained, sold and released by these presents doth grant, bargain sell and release unto the said <u>George Ederington</u> a certain tract of land containing one hundred thirty (130) acres, more or less, within the limits hereinafter mentioned, it being the N.W. part of a tract of 181 acres originally granted to John <u>Winn</u> Esquire grant bearing date the 4th day of May 1775 situate in Fairfield County on the Branches of Owens Mill Creek the said John <u>Winn</u> has conveyed by estimation 150 acres of the said land to Lease and Release to the said <u>William Holly Junior</u> and now the said <u>William Holley</u> does hereby convey by estimation 130 acres of the said land unto the said <u>George Ederington</u>, his heirs and assigns forever, and bounded as follows when surveyed -

bounded N.E. on land of <u>Isham Dansby</u>, S. E. on <u>Phillip Mathews</u>, S.W. on <u>Paul Bouker</u> (?), also bound on <u>Thomas Willingham</u>, being part of the said tract lately granted by the said <u>Holley</u> to said <u>Willingham</u>, beginning at a Spanish Oak mutual corner, thence along a new line to a light wood knot corner on the old line a little of an old corner, it also lies both sides of the main road leading to <u>Strothers Ferry</u>, formerly <u>Shireys</u> Ferry, and includes all the buildings orchards and all the premises thereunto belonging where the said <u>Holley</u> now lives,

together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining, to have and to hold, all and singular the premises before mentioned unto the said <u>George Ederington</u>, his heirs and assigns forever, and I do hereby bind myself and my heirs, executors and administration to warrant and forever defend all and singular the said premises unto the said <u>George Ederington</u>, his heirs and assigns against myself and my heirs and against every person whomever lawfully claiming, or to claim the same or any part thereof -

Witness my hand and Seal this 9th day of February 1797 - and in the 21st year of American Independence -

his <u>Wm.</u> X <u>Holley</u> (Seal) mark

Signed, sealed and delivered ) in presence of <u>John Morris</u> ) <u>John James, David James</u> )

South Carolina) Memorandum that on the 12th May 1797, before me <u>Benj. May</u> appeared <u>David James</u> and made oath that he did see <u>William</u> <u>Holley</u> sign, seal and deliver the within deed, to and for the uses and purposes therein mentioned, also said <u>John Morris</u> and <u>John James</u> sign their names as witness to the same.

David James

Sworn before me <u>B. May</u>, J.P.

(Recorded 25th Jany 1798)

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## (Fairfield Co., S.C. Deed Book L - pages 145 & 146)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS 67156, Mar., 1995)

State of South Carolina

Know all men by these presents that I, <u>George Ederington</u> of Fairfield County and State aforesaid, planter, in consideration of the sum of fifty pounds Sterling money to me in hand paid by <u>John Finley</u> of the County and state aforesaid, planter, have granted, bargained, sold and released and by these presents doth grant, bargain, sell and release unto the said <u>John Finley</u> a certain plantation or tract of land containing one hundred thirty (130) acres, more or less, within the limits herein mentioned, it being the Northwest part of 181 acres originally granted to <u>John</u> <u>Winn</u> situate in Fairfield County on a branch of Owens mile Creek formerly called Wilkinson's Creek, said <u>John Winn</u> had by lease and release conveyed by estimation 150 acres of land to <u>William Holley Junior</u>, and said <u>William Holley</u> conveyed by estimation 130 acres of the said land unto <u>George Ederington</u> and said <u>George Edrington</u> unto John Finley, his heirs and assigns forever and bounded as follows when conveyed -

N. E. on land of John Clansby, S.E. Phillip Mathews, S.W. on ( ) also bounding on <u>Thomas Willingham</u>, being part of this said tract lately granted by the said <u>Wm. Holley</u> to the said <u>Thomas Willingham</u> beginning at a Spanish Oak mutual corner along a new line to a lightwood Corner on the old line near an old corner, it also lies both sides of the main road leading to Strothers Ferry formerly ( ) Ferry and including all the buildings, plantation orchards, and all the premises thereunto belonging,

together with all and singular the rights, heridataments, and appurtenances to the said premises belonging or in anywise incident or appertaining to the same, to have and to hold, all and singular the premises before mentioned unto the said John Finley his heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said John Finley, his heirs and assigns against person or persons whomever law-fully claiming the same or any part thereof.

Witness my hand and seal this 26th day of Oct in the year of our Lord 1797 - and the 24th year of American Independence.

George Ederington (Seal)

Signed, sealed and delivered in presence of

Phillip Rayford John Ederington Isham Dansby

South Carolina) Memorandum that on the 6th day of October in the year of our Lord 1797 - before me, <u>Benjn. May</u>, J.P., appeared <u>Phillip Rayford</u> and made oath that he did see <u>George Ederington</u> sign, seal, and deliver the within deed to and for the use and purposes therein mentioned, also did see <u>John Ederington</u> and <u>Isham Dansby</u> sign their names as witness with this deponant to the same.

#### Phillip Rayford

Sworn before me, Benjn. May, J.P.

(Recorded 25th January 1798)

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## (Fairfield Co., S.C. Deed Book K - pages 385 & 386)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, March, 1995)

This Indenture made this 17th day of Dec in the year of our Lord one thousand seven hundred and ninety in the fifteenth year of the Independence of the United States of America Between Henry Rogers and Elizabeth, his wife of Fairfield County and State of South Carolina (yeoman) of the one part and Henry Ederington of Newberry County and State aforesaid (planter), of the other part, witnesseth that the said Henry Rogers and Elizabeth, his wife, for and in consideration of the sum of forty five pounds Sterling current money of the State of South Carolina to them in hand paid by him the said Henry Ederington, the receipt is hereby acknowledged and to be contented, satisfied and paid, hath bargained and sold by these presents doth give, grant, bargain and sell, make over, convey and confirm unto the said Henry Ederington, his heirs and assigns forever, a certain plantation or tract of land containing 150 acres more or less within the limits hereinafter mentioned it being a part of a tract of 350 acres hereinafter mentioned, it being a part of a tract of 350 acres originally granted to the said <u>Henry Rogers</u> by his excellency <u>William</u> <u>Mouttrie</u>, governor S. C. - grant bearing date August the first day one thousand seven hundred and eighty five duly recorded secretary office in Book E.E.E.E. (page 167) situate -

on the North side of Broad River in Camden District in Fairfield County on the waters of Beaver and Rockey Creeks bounded as follows - beginning on the said line boundary of <u>Joseph McDaniels</u> land exactly even with the corner of <u>John Rogers</u> old beach and to run southeastardly to a pine station, and thence to a box oak corner, and thence North East to a pine corner, then South East to a hickory corner, and then north ( ) on <u>James Rowbucks</u> land to a pine corner and from thence Northwestardly on <u>Edward Vandevers</u> old land to a Red Oak Station and to a box oak corner and to continue even with the corner of the said <u>John Rogers</u> land from there to the said corner, and back the said old line to the other corner from there stra<u>it</u> to where we began, bounding on the said McDaniels land -

To have and to hold the said tract of 150 acres of land and premises with all and singular the priviledges and appurtenances thereunto belonging, unto the said <u>Henry Ederington</u>, his heirs and assigns forever, to have and to hold, use, occupy, possess and enjoy the same with every part and parcel thereof unto the said <u>Henry Ederington</u>, his heirs and assigns forever, against them the said <u>Henry Rogers</u> and <u>Elizabeth</u> his wife, their heirs, executors and assigns and against the claim and demand of any person or persons whatsoever do and will forever warrant and defend the same firmly by these presents -

In witness whereof the said <u>Henry Rogers</u> and <u>Elizabeth</u> his wife has hereunto set their hands and seals the day and year above written.

<u>Henry Rogers</u> (Seal) her <u>Elizabeth X Rogers</u> (Seal) mark

Signed, sealed and delivered in presence of us <u>Christopher Ederington</u>

 $\frac{\text{William}}{\text{mark}} \stackrel{\text{his}}{\underline{X}} \frac{\text{Cleatton}}{\text{mark}}$ 

Received the day and year first within written of the within named <u>Henry Ederington</u> the sum of forty five pounds Sterling current money of the State of South Carolina, it being the full consideration within mentioned and intended to be paid, received in full by me in presence of us - <u>Henry Rogers</u>

<u>Chrystopher Ederington</u> <u>h</u>is <u>William X Cleatton</u> mark

(Cont.d)

(page 2, Bk K - 385 & 386)

South Carolina )

Fairfield County) Personally appeared before me Aromanus Lyles one of Justices appointed to keep the peace in said County, Chrystopher Ederington and made oath on the holy Evangelist of Almighty God that he was personally present and saw Henry Rogers and his wife Elizabeth sign, seal and deliver the within deed or Instrument of writing to Henry Ederington for the use and purpose within mentioned, and that he saw William Cleatton sign his name as a witness with himself to the within deed, and that he also saw the above mentioned Henry Rogers the receipt on the back, for the consideration of the money. \*sian

Sworn and subscribed to me the 4th day of October 1794.

Chrystopher Ederington

Aromanus Liles, J.P.

(Recorded 16th February 1797)

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(NOTE: Various dates herein - began 1790, end 1794, recorded 1797)c.u.

(Fairfield County, S.C. Deed Book K - pages 415-416)

(from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th, Winfield, KS, Mar., 1995)

This Indenture made this 10th day of December 1792 between Thomas Ederington of Fairfield County and State of South Carolina, of the one part and Francis Ederington of the same state and county aforesaid, of the other part, Witnesseth the said Thomas Ederington, for and in consideration of the sum of twenty pounds Sterling to him in hand paid, the receipt whereof he, the said Thomas Ederington doth hereby acknowledge he hath granted bargained and confirmed by these presents doth grant, bargain, sell and confirm unto the said Francis Ederington, his heirs and assigns forever, a certain tract or parcel of land situate lying and being in the said County of Fairfield on the waters of broad river lying joining John Robucks old survey of land E & W on land laid off for Moses Yarborough and as it doth represent to the plat original grant annexed, To have and to hold the said 100 acres of land with the appurtenances thereunto belonging unto the said Francis Ederington, his heirs and assigns forever, and the said Thomas Ederington for himself his heirs and assigns doth covenant and agree to and with the said Francis Ederington, his heirs and assigns, that they shall at all times hereafter peaceably possess and enjoy the said land and premises free and clear from the claim or claims of any person or persons whatsoever, which the said Thomas Ederington doth by these presents warrant and will forever defend - In Witness whereof he, the said Thomas Ederington hath hereunto set his hand and affixed his seal the date above written.

Thomas Ederington (Seal)

Signed, Sealed and delivered in presence of <u>William Ederington</u> <u>Elijah Majors</u>

South Carolina ) Fairfield County)

Personally appeared before me <u>Arramanas Liles</u>, one of the Judges of the Court of Fairfield County, <u>Elijah Majors</u> and made oath on the holy Evangelist of Almighty God that he this Deponent saw the within named <u>Thomas Ederington</u> sign, seal and deliver the within Deed or Instrument of writing to the within named <u>Francis Ederington</u> for the uses and purposes within mentioned.

<u>Elijah Major</u>

Sworn and subscribed to before me the Fourth day of January 1797

<u>Aramanos</u> <u>Liles</u>, J.C.

(Recorded 4th April 1797)

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# (Fairfield County, S.C. Deed Book I - pages 187, 188) (from microfilm on loan from library at Winnsboro, S.C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

#### South Carolina

This Indenture made on the 5th day of December, in the year of our Lord 1792 <u>Miner Winn</u> of the town of Winnsboro and County of Fairfield, within the State, Esquire, of the one part, and <u>William Ederington</u> of the County and State aforesaid, of the other part Witnesseth that the said <u>Miner Winn</u>, for and in consideration of the sum of 200 pounds Sterling money to him in hand paid, hath granted, bargained, sold, released and confirmed by these presents Doth grant, bargain, sell, release and confirm unto the said <u>William Ederington</u> in his actual possession now being by virtue of a Bargain and sale to him thereof made for one whole year by an Indenture of Lease Bearing Date the day next before the day of the Date of these presents and by force of the Statute for transferring of uses into possession and to his heirs and assigns forever all that tract of land containing 570 acres, being part of two tracts, one originally granted to <u>Edward Smith</u> on the 7th of May 1774 and by him conveyed to <u>Lewis Boulton</u> on the 3rd day of November 1783, also a part of a tract of land granted to <u>Lewis Boulton</u> on the 20th day of April 1792, and by him conveyed to <u>Miner Winn</u> on the 21st day of May 1792, making together 570 acres situate on Rock Creek waters of Broad River -

Bounded on the North West by land known by name of Boulton's Saw Mill Tract ( ) by lands belonging to John Means and William Liles, N E by lands belonging to Abraham Mayfield and Francis Ederington agreeable to a plat thereof hereunto annexed and contained within the dotted lines made in the said plat -

Reference being thereunto had will more fully appear, Together with all and singular the Rights, members and appurtenances unto the said plantation or tract of land belonging in or anywise appertaining and the revision of ( ), right title and interest – to have and to hold the said plantation or tract of land containing 571 acres hereby granted Releases with the appurtenances unto the said <u>William Ederington</u>, his heirs and assigns forever and the said <u>Miner Winn</u> and his heirs the said plantation or tract of land and the appurtenances to the said <u>William Ederington</u>, his heirs and assigns against him the said <u>Miner Winn</u> and his heirs and every other person or persons what-soever claiming or to claim by from or under him or them shall and will forever defend by these presents.

In Witness whereof said <u>Miner</u> <u>Winn</u> hath hereunto set his hand and seal the day first above written.

<u>M. Winn</u>	(Seal)
<u>Mary Winn</u>	(Seal)

Signed, sealed and delivered in the presence of <u>Wm. Evans</u> <u>R. Flinn</u> (or <u>Timm</u>) <u>Henry Ederington</u> William Ederington

Received the day and year first above written of the within <u>William</u> <u>Ederington</u> the sum of Two Hundred Pounds Sterling, it being the full consideration money mentioned.

(Witness: same as above)c.u. "Under One Roof"CBS. Wed.

(Recorded 1794)

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(NOTE: writing was dim and hard to read)c.u.

(Fairfield Co., S.C. Deed Book N - pages 263,264,265)

(from microfilm on loan from library at Winnsboro, S. C.) (typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

Know all men by these presents that we <u>Wm. Ederington</u> and <u>Wm. Rook</u> of Fairfield District and State of South Carolina in consideration of the sum of twenty dollars (\$20.00) to us in hand paid by <u>Joseph James</u> of the district and State aforesaid have granted, bargained, sold and released and by these presents do grant, bargain and sell and release unto the said <u>Joseph James</u> a certain plantation Lot or parcel of land containing two acres, more or less, within the limits hereafter mentioned, it being part of a tract of land containing 500 acres originally granted to <u>Robert</u> <u>Moncrief</u> by his Excelency <u>William Campbell</u>, grant bearing date the 21st day of July 1775 situate in Fairfield District on Shadack Branch, a branch of Broad river and hath such shape and marks as is represented in a plat to the original grant annexed as reference thereunto will more fully duly recorded in secretaries office in Book YYY (N.3) page 276 and now part of the said tract is hereby by the said <u>Wm. Ederington</u> and <u>Wm. Rook</u> that is 2 acres, more or less, of land, is by them conveyed unto the said <u>Joseph James</u>, his heirs and assigns forever in fee simple and is bounded as follows -

Beginning at a light wood knot corner made by mutual consent binding on land granted to <u>Thomas Rejon</u> (?), running in said line North 40 degrees East to sweet gum corner formerly a station on said line, thence across westwardly along a blazed line to a hickory corner, thence along a new blazed line Parallel with the former to a light wood knot corner on the Eastward line of the aforesaid land granted to <u>Robert Moncrief</u>, thence along said line S.E. 15 to another light wood know corner, all made by mutual consent, thence across to the beginning light wood knot corner -

the above said limits each side of the aforesaid branch whereon is the waterfall on Milly (?) or Kachi (?)one seat on said branch together with all and singular the rights, hereditaments and appurtenances to the said premises belonging or in anywise appertaining or incident, to have and to hold all and singular the premises before mentioned unto the said <u>Joseph James</u>, his heirs and assigns forever and we do hereby bind ourselves, our heirs and administrators to warrant and forever defend all and singular the said premises unto the said <u>Joseph James</u>, his heirs and assigns against ourselves and our heirs and against every person whomever lawfully claiming on the claim the same or any part thereof.

Witness our hands and seals this 23rd June in the year of our Lord one thousand eight hundred (1800) and the 24th year of the Independence of the United States of America.

Wm.	Ederington	(Seal)
Wm.	Rook	(Seal)

Signed, sealed and delivered in the presence of us

Solomon Martin

Drury (?) Bishop

Sworn to and subscribed this 28th of June 1800

#### Daniel Mabry, J.P.

(Recorded 5th March 1801, or 1805 - hard to read)c.u.

(Film # C-301) (from library at Winnsboro, S.C.) Fairfield Co., S.C. Deed Book P - Page 233

(typed by Claire Utt, 1518 E. 12th St., Winfield, KS, Mar., 1995)

This Indenture made the 20th Nov. 1792 between <u>James Edrington</u> and <u>Catherine</u> <u>his wife</u>, of the one part of Fairfield County and State of South carolina, and <u>Samuel Fant</u> of the County and State aforesaid of the other part witnesseth that the aforesaid Jas. Edrington and his wife for and in consideration of the sum of 75 pounds sterling to them in hand paid, the receipt thereof they do hereby acknowledge, have given, granted, bargained, sold, and by these presents do bargain, sell and confirm unto said <u>Samuel Fant</u>, his heirs and assignees forever a certain tract of land situate, lying and being in said County on the waters of Rocky Creek and said river bounded as follows -

On the N/? land formerly belonging to <u>Peter Rift S/? John</u> <u>Consenor</u> land the ( ) (illegible) appraiser by the

Plat annexed to the ( ) grant containing 150 acres

to have and to hold the said granted land and premises with appurtenances thereunto belonging or in any way appertaining unto the said <u>Samuel Fant</u>, his heirs and assigns forever and that the said <u>James Edrington</u> and <u>Catherine</u>, his wife, for themselves and their heirs doth covenant and agree to and with the said <u>Samuel</u> <u>Fant</u>, his heirs etc. that they shall at all times hereafter personally possess and enjoy the land and premises free and clear from the claim of any person or persons forever, which they, the said <u>Jas</u>. and <u>Catherine Edrington</u> doth by these presents ( ) and doth forever defend.

In witness whereof they have hereunto set their hands and seals the date above written.

James Edrington (Seal)

mark

Catherine X Edrington (Seal)

Signed, Sealed & Delivered In presence of <u>Francis Edrington</u> his <u>Thos. X Barbe</u> mark William Edrington

Fairfield District

Personally appeared <u>Francis Edrington</u> and made oath that he saw <u>Jas. Edrington</u> sign, seal and his act and deed deliver the within instrument of writing to <u>Samuel Fant</u> for the use and purpose therein mentioned, and that <u>Thos. Barb</u> and William Edrington were witness to the same.

#### Francis Edrington

Sworn to before me this

25 Mar 1793

Aramanos Liles, J.P.

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(NOTE: the name Edrington was spelled this way throughout this instrument.)c.u. (This instrument was recorded 5th Mar. 1805 - perhaps after it was paid for.)c.u.