

and after depaying the above named sum (or any unpaid portion thereof) with all just cost interest &c the surplus if any shall be paid to the said George W. Bacon his heirs &c as an acknowledgment of the above the parties have hereunto set their hands and seals the day and date above written. In presence of 3

Nathan Blanchard

Dickerson Futrell

George W. Bacon ^{his} mark
H. C. Edwards

Northampton County Sept Court 1856

This said Instrument the Execution of which is proved in open Court on oath by Dickerson Futrell one of the subscribing witnesses that it is ordered to be certified and Registered

This said Case to hand

Sept. 8th 1856. and was

then Registered By J. E. Rogers C. C. Clerk

Gamer to Garris Mortgage

This Instrument of two parts made the first day of March A.D. 1856 by and between Thomas J. Gamer of the first part and William H. Garris of the second part. Witnesseth that the said William H. Garris at the request of the said Thomas J. Gamer has agreed to endorse a certain note of Eight hundred and fifty Dollars payable by the said Thomas J. Gamer to C. C. Daniel for the accommodation of said Thomas J. Gamer for which the said Thomas J. Gamer has agreed to give the said William H. Garris security against any loss or damage that may befall him by reason of such endorsement. Wherefore in pursuance of said engagements the said Thomas J. Gamer in consideration of the premium hereby bargained for and assigns transfers and sets over unto the said William H. Garris a certain tract or parcel of land containing one hundred one hundred and fifty five acres which was purchased by the said Thomas J. Gamer of C. C. Daniel and bounded by the lands of John C. Pope, Thomas P. Maype, the said C. C. Daniel and Winifred Daniel lying at Pleasant Hill N.C. and also one negro girl named Joanna; whereof the said Thomas J. Gamer avouches himself to be the true and lawful owner. Provided nevertheless that if the said Thomas J. Gamer shall pay the said note of \$850. to C. C. Daniel which the said Wm H. Garris has endorsed for his accommodation and shall discharge said note when it falls due or byon and shall finally secure and indemnify the said William H. Garris from all costs and damages by reason or on account of the liabilities that have been or may be assumed by him in pursuance of the agreement aforesaid then this instrument shall be null and void. Provided also and it is hereby further agreed that until the said note to the said C. C. Daniel it shall be lawful and it is hereby agreed between the parties to this instrument for the said Thomas J. Gamer to retain possession of said land and appurtenances and also said negro Joanna and enjoy the same without any denial or molestation by the said William H. Garris or his representatives. And the said Wm H. Garris for himself and representatives do hereby covenant to and with the said Thomas J. Gamer and