

E S Horry

State of South Carolina

To
H N Williams Mortgage
Real Estate

Greenville District

This indenture made the thirteenth day of November in the year of our Lord One thousand Eight Hundred and Sixty two between E S Horry Executor of Horry deceased on the one part and Henry N Williams of the other part, witnesseth thus the said E S Horry in & by a certain note under seal commonly called a single bill bearing even date with these presents due held & firmly bound unto the said Henry N Williams in the sum of one thousand dollars to be paid to the said Henry N Williams or order twelve months after the date thereof with interest from date as by reference to the same will more fully appear. Now this indenture witnesseth that the said E S Horry Executor as aforesaid for & in consideration of the premises aforesaid & also in consideration of the sum of ten dollars to the said E S Horry by the said Henry N Williams in hand paid as & before the sealing & delivery of these presents have granted bargained sold and released & by these presents do grant bargain sell and release unto the said H N Williams all that tract or parcel of land situate & lying in the district of Greenville aforesaid on both sides of the Rutherford Road between the town of Greenville & Chicks Springs being the same land conveyed to me by the said Henry N Williams by deed of even date with these presents & more particularly described in said deed & in the deed of James Fleck to him which is dated the seventh day of March A D One thousand eight hundred & sixty two containing two hundred acres more or less as by reference to said deed will more fully appear. Together with all & singular the rights members, hereditaments & appurtenances to the said premises belonging or in any wise incident or appertaining I have & to have do & singular the premises before mentioned unto the said Henry N Williams his heirs & assigns forever and I do hereby bind my self my heirs to warrant & forever defend all & singular the said premises unto the said Henry N Williams his heirs & assigns against me & my heirs & against every person whomsoever lawfully claiming or to claim the same or any part thereof. Provided always nevertheless and it is the true intent & meaning of the parties to these presents that if the said E S Horry his heirs executors or administrators shall will & truly pay or cause to be paid unto the said Henry N Williams his heirs executors administrators or assigns the sum of one thousand dollars & the interest thereon according to the single bill aforesaid then and from thence forth these presents shall be utterly null & void any thing herein contained to the contrary thereof in any wise notwithstanding. And it is covenanted & agreed upon by & between the parties to these presents that until default shall be made in payment of the aforesaid sum as before set forth and the interest for the same it shall & may be lawful to & for the said E S Horry Executor as aforesaid peaceably & quietly to hold use occupy & enjoy all & singular the premises above granted & released & every part thereof with the appurtenances & to have receive & take the rents issues & profits thereof to his own particular use & behoof any thing herein contained to the contrary thereof in any wise notwithstanding.