

The State of South Carolina, This Indenture made this fifth day of August in the year of our Lord one thousand Eight hundred and twelve between Joel E. Grace of the district of Greenville and state aforesaid, of the one part, and Robert Fleming of the city of Charleston, Merchant of the other part. Witnesseth, whereas the said Joel E. Grace by his certain bond or obligation bearing date the 5th day of August 1812 standy justly indebted to the said Robert Fleming in the penal sum of Three thousand two hundred and thirty seven Dollars & 4 cents with a condition thereunder written for the payment of one thousand six hundred and Eighteen Dollars & Eighty seven cents, NOW this Indenture Witnesseth that the said Joel E. Grace for and in consideration of the said debt or sum of one thousand six hundred and Eighteen dollars & Eighty seven cents payable as aforesaid to the said Robert Fleming according to the tenor and effect of the said bond and condition and also in consideration of the further sum of Ten cents to the said Joel E. Grace in hand paid at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, doth grant bargain sell and Release unto the said Robert Fleming in plain and open market, all that plantation tract or parcel of Land containing by Estimation Three hundred and fifty acres more or less, situate lying and being in the district of Greenville aforesaid on the waters of Mountain creek being the place whereon the said Joel now lives, Beginning on a red oak, running N. 89 W. 61 ch. to a hickory then N. 10 E. 85.50 adjoining Geo. Gacy land to a hickory, returning to Randal Smith fifty acres on the North end, thence S. 65 E. 41 ch. to a stake on Drury Hodges line thence S. 25 E. 25 ch. to a hickory, thence S. 55 E. 5.50 to a Red oak, thence S. 10 W. 43 ch. to the Beginning, being the same land which was conveyed from Warwick Bristol to the said Grace by deed bearing date the 27th September 1806. Together with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining, and the reversion & reversions, remainders and remainders, rents, issues and profits, thereof To have & To hold all and singular the said premises unto the said Robert Fleming his heirs and assigns forever. Provided always nevertheless and it is the true intent and meaning of the said parties to these presents that if the said Joel E. Grace his heirs Executors or administrators shall will and truly pay or cause to be paid unto the said Robert Fleming his certain attorney his heirs, executor, administrators or assigns the said sum of one thousand six hundred and Eighteen dollars & Eighty seven cents with lawful interest thereon according to the tenor and effect of the said bond & condition on or before the Eighth day of August 1812 then and from thenceforth these presents shall be utterly null & void any thing herein contained to the contrary thereof in any wise notwithstanding and it is covenanted and agreed upon by and between the parties to these presents that untill default shall be made in the payment of the aforesaid sum of one thousand