

399.

The State of South Carolina To all to whom these presents shall come W. Samuel Richards of the district of Greenville in the said State do send Greeting. WHEREAS The said Samuel Richards by my Bond or obligation bearing even date with these presents am held and firmly bound unto George W. Earle of Greenville district & State aforesaid in the Penal sum of twelve hundred and fifty two Dollars with a Condition thereunder written for the payment of Six hundred and twenty six dollars with Interest on or before the first day of July next unto the said Geo. W. Earle his certain Attorney his heirs executors administrators or assigns, as in and by the said bond or obligation may appear. NOW KNOW YE that I the said Samuel Richards for the better securing the payment of the said sum of Six hundred and twenty six Dollars unto the said George W. Earle his certain Attorney his heirs executors Administrators or assigns, together with lawful interest thereon. HAVE bargained and sold, and by these presents do bargain & sell and in plain & open market deliver unto the said George W. Earle his heirs & assigns the following Negro Slaves, to wit, Charles a man about forty years old, stately, a Woman about forty years old and Sarah a woman about eighteen years old, and her boy child about two years old called Henry To have and to hold the said bargained negro Slaves, with the future increase of the females forever: PROVIDED always nevertheless; and it is the true intent & meaning of the Parties to these presents, that if the said Samuel Richards his heirs Executors or Admins. shall & do will & truly pay or cause to be paid unto the said Geo. W. Earle his certain Attorney his heirs executors administrators or assigns the full & just sum of Six hundred & twenty six dollars with lawfull interest thereon according to the true intent & meaning of the bond or obligation aforesaid, & these presents: Then this bargain & sale, & all & every clause article & thing therein contained shall cease determine and be utterly void & of none effect: any thing herein before contained to the contrary thereof notwithstanding. And it is hereby declared & agreed upon by and between the said parties that if default shall happen to be made of or in payment of the said sum of money, and interest as aforesaid, according to the true intent and meaning of the said Condition, that then & in such case, it shall and may be lawful to & for the said Geo. W. Earle his Executors, Administrators or assigns Attornies or Agents, from time to time, and at all times thereafter peaceably & quietly to enter into any, or all the messuages, lands or tenements of the said Samuel Richards and to take the said bargained negro Slaves into his, or their custody & possession, & the same to hold & detain to his own proper use & behoof (as his own proper good & chattel) from thenceforth, & forever; or the same to sell and dispose of at his Will & pleasure, returning the over plus, if any should happen to be after paying the s^d. sum of money & interest as afores^d. together with costs & charges attending the same - unto the said Samuel Richards his executors or administrators - In Witnes whereof the said Samuel Richards have hereunto set my hand & seal this tenth day of January A.D. 1815.

Sealed & delivered in presence of, John H. Goodlett, G. W. Earle - Samuel Richards

South Carolina Greenville District. Personally came Doctor Robinson M. Earle before me the subscribing Justice & being duly sworn make the oath that he saw Samuel Richards sign seal and deliver the within Mortgage to George W. Earle for the uses & purposes therein mentioned: & that he also saw John H. Goodlett sign his name as a Witness to the same. Sworn to & Subscribed this 4th day of July 1815 before me.

Elisha Green J. J.

[Recorded the 11th day of July 1815]

R. W. Earle