

affidavit and for the letter concerning the payment thereof to the said Samuel A Barnes Commissioner as aforesaid. According to the Board aforesaid and upon also in consideration of the sum of One Thousand Dollars by him the said Samuel A Barnes Commissioner as aforesaid to the said Israel Charles in hand paid and before the sealing and delivery of these presents do Grant, Bargain, Sell, Alien, Release, Convey and confirm unto the said Samuel A Barnes and to his successors in office forever all that Tract and parcel of Land lying and being situate in the State and district aforesaid known and described by survey made by John C Hoyt Deputy Surveyor 1st Oct 1852 as No 3 and described by said Hoyt by a plan of the same by him then made Beginning at Walnut corner running thence NW 45° NW 86. to Walnut Tree NW 45° E 44. Stake 34 thence NW 45° E NW 12.64 thence S 80 E 14 W 34 Stake S 65 E 10.68 Stake 34 thence S 80 E 7.54 Stake thence S 11 W 8 Stake line thence S 74 NW 2.50 thence S 8 NW 11.25 Creek line thence S 45° E 63.30 to the beginning containing in all Four Hundred and Thirty four acres more or less.

Together with all and singular the Rights, Members and Appurtenances there belonging or in any wise appertaining to the said tract and Remotely, Remainder and Remainder, Rents, Issues, and Profits whereof to have and to hold the said Tract of Land with the appurtenances unto the said Samuel A Barnes and his Successors in office forever.

Provided always nevertheless and it is the intent and meaning of the parties to these presents that of the said Israel Charles his heirs and Executrix shall well and truly pay or cause to be paid unto the said Samuel A Barnes his Successors in office or assigns the sum of Four thousand one hundred and six dollars according to the stipulation of the Board above mentioned and from thenceforth the same shall be null and 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 until default shall be made in payment of the aforesaid sum as before set forth and the interest for the same which shall and may be lawful to and for the said Israel Charles peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted and released and every part thereof with the appurtenances and to have receive and take the Rents, Issues and Profits to his own particular use and behoof of any thing herein contained to the contrary thereof in any wise notwithstanding.

Now I witness whereof the said parties to these presents have hereunto set their hands and sealed the day and year first above written Sealed and delivered in the presence of S. W. Garrison
of Troy & Turner O. W. Garrison C. G. H. A. C. C. M.

The State of South Carolina Personally appeared before me O. W. Garrison and my Chamberlains I certify that the said S. W. Garrison and Israel Charles do make seal and deliver the within Mortgage for the uses and purposes hereinabove