

James L Barnwell  
To  
John Fraser & Co

Mortgage

The State of South Carolina  
This indenture made the twenty  
fifth day of November in the year  
of our Lord one thousand eight hundred

and sixty three between James L Barnwell of Greenville  
of the one part, and John Fraser & Co of Charleston of the other part  
Witnesseth. Whereas the said James L Barnwell is indebted to the  
said John Fraser & Co by a Bond in the penalty of seven thousand  
dollars with condition for the payment of thirty five hundred  
dollars twelve months after date of said Bond. Together with  
interest upon said sum from the date of said Bond, to be paid  
annually and punctually until the whole of said sum be paid  
and said Bond bearing date September 25<sup>th</sup> 1863. Now  
Now this indenture witnesseth that the said James L Barnwell  
for and in consideration of the sum of seven thousand dollars and also  
in consideration of the sum of five dollars to the said James  
L Barnwell by whom the said John Fraser & Co in hand paid  
at and before the sealing and delivery of these presents have  
granted bargained sold and released and by these presents  
do grant bargain sell and release unto the said John  
Fraser & Co. All that piece parcel and tract of Land contain-  
ing One hundred and seventy five acres more or less  
situate lying and being on Laurel Creek waters of Keedy  
River in Greenville District in said State adjoining land  
of Pike Hudson et al, and bounded as follows, Viz,  
beginning at a stake at Jones corner and running thence  
N 62 E 32.45 to a stake 37 rods thence N 29 W 37.14 to a Sassafras  
37 thence S 29 1/2 down the meanders of a branch to a W. O 37 thence  
W 2.40 to a Black gum 37 new thence S 64 W 25.72 to a stake  
37 new thence S 37 E 36.70 to the beginning. Except about one  
fourth acre reserved as a grave yard said tract having  
been conveyed to said Barnwell by R. S. Long. Together with  
all and singular the rights, members, hereditaments and  
appurtenances to the said premises belonging or in any  
wise incident or appertaining to same and to hold all  
and singular the premises herebefore mentioned unto the said  
John Fraser & Co their Successors heirs  
And I do hereby bind my heirs executors and administrators  
to warrant and forever defend all and singular the said  
premises unto the John Fraser & Co their Successors heirs and  
assigns against me and my heirs and against every  
person whosoever lawfully claiming or to claim the same or  
any part thereof. Provided always nevertheless and it is  
the true intent and meaning of the parties to these presents  
that if the said James L Barnwell his heirs executors or  
administrators shall well and truly pay or cause to be paid  
unto the said John Fraser & Co the sum of thirty five hundred  
dollars and interest thereon according to the Bond above  
mentioned then and from thenceforth these presents shall  
be utterly null and void anything herein contained to the contrary  
in any wise notwithstanding. and it is

See date of fact of Mortgage recorded in Book of 49 p 467

This Bond is void and of no effect