

The State of South Carolina

J. G. Hawkins
To
Talbert & Waddle
Mortgage

This Indenture made the fifth day of March
in the year of our Lord One thousand eight
Hundred and fifty six between J. G. Hawkins
of the one part and Talbert & Waddle of the other part Witnesseth

Whereas the said J. G. Hawkins is indebted to the said Talbert & Waddle
by promissory note dated the 29th day of October 1853 for the sum of Sixty
five dollars which said note is made payable to David Clary or order and
due one day after date and credited with Twenty dollars on the 14th of
November 1853 and is now the proper chose in action of the said Talbert
& Waddle Now this Indenture Witnesseth that the said J. G. Hawkins
for and in consideration of the premises aforesaid and also in consideration
of the sum of One Dollar to the said J. G. Hawkins by the said Talbert
& Waddle in hand paid at and before the sealing and delivering
of these presents have granted bargain sold and Released and by these
presents do grant bargain sell and Release unto the said Talbert & Waddle
all their interest right title and claim in that tract of Land belonging to
the estate of his father Robert Hawkins upon which his mother Martha
Hawkins now Lives containing Two Hundred and ninety six acres
more or less bounded by Lands of Wilson Hawkins Roger Loveland
Thomas Smith and others also Two cows stock of hogs and farming
tools Together with all and singular the Rights Members Hereditaments
and appurtenances to the said premises belonging or in any wise in ce
dent or appertaining To have and to hold all and singular the
premises before mentioned unto the said Talbert & Waddle and his heirs
and assigns forever And I do hereby bind my self & Heirs Executors
and administrators to warrant and forever defend all and singular the
said premises unto the said Talbert & Waddle and his Heirs and assigns
against me and my Heirs and against every person Whosoever claiming
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 J. G. Hawkins his Heirs Executors or Assigns or shall
well and truly pay or cause to be paid unto the said Talbert & Waddle the
sum of Money due on said note of hand according to the effect of the said
note above mentioned then and from thenceforth these presents shall be
utterly null and Void any thing herein containing 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 set fourth and the interest
for the same it shall and may be lawful to and for the said J. G. Hawkins
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
thereof to his own particular use and behoof anything herein contained
to the contrary hereof in any wise notwithstanding
In witness whereof the said parties have hereunto set their hands and seals
the day and year first above written sealed and delivered in the presence
of J. G. Goodlett & W. Stokes J. G. Hawkins

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