

Adam Co. et vs S. A. James C. & M.	Mortgage vs S. A. James
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The State of South Carolina
Charleston District

This Indenture made the second day of January in the year of our Lord one thousand eight hundred and fifty seven between Samuel A. James Commissioner of the Court of Equity of the one part and Adam Co. of the other part Witnesseth Whereas the said Adam Co. stands indebted to the said Samuel A. James Commissioner as aforesaid by his Bond bearing even date herewith in the penal sum of Six hundred and forty Two Dollars

Now this Indenture Witnesseth That the said Adam Co. in consideration of the said debt or sum payable as aforesaid to the said Samuel A. James Commissioner as aforesaid and for the better securing the payment thereof to the said Samuel A. James Commissioner as aforesaid according to the Tenor aforesaid and also in consideration of the sum of Five Dollars by him the said Samuel A. James Commissioner as aforesaid to the said Adam Co. in hand paid to him and before the sealing and delivery of these presents do Grant Bargain Sell, Give, Release, Convey, and confirm with the said Samuel A. James and to his successors in office forever all that tract, lot or parcel of Land lying and being situate in the State and District aforesaid known and described as follows, that is to say, A Tract or parcel of Land as described by a plat of the same as beginning at a Stake 37 Thence S 8 E 61.50 to a P. O. 34 Thence S 82 W 20 North 34 Thence S 30 E 13.50 34 Thence N 45 E 37.50 Spanish Oak, 9 or 34 Pointon Thence S 44 E 12.50 P. O. 34 Thence North 21.50 Chest 34 Thence N 20 W 14.50 Chest 34 Thence S 55 W 9 North 34 Thence N 45 W 15.50 North 34 Thence S 82 W 13.50 to the beginning corner containing in all two hundred and twenty one acres and less more by the Plat made of the same as set out No 3

Together with all and singular the Rights Members and Appurtenances thereto belonging or in any wise appertaining and the Rents Issues and Profits thereof

To have and to hold the said Land with the Appurtenances unto the said Samuel A. James and his successors in office forever

Provided Always Nevertheless and it is the true intent and meaning of the parties to these presents that if the said Adam Co. his heirs executors or administrators shall will and truly pay or cause to be paid unto the said Samuel A. James his successors in office or assigns the sum of Three hundred and twenty one dollars according to the requirements of the Bond above mentioned then and from thenceforth these presents shall be utterly 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 it shall and may be lawful to and for the said Adam Co. peacefully and quietly to hold use occupy possess and enjoy all and singular the premises above granted and released and may park thereof with the appurtenances and to have receive and take the Rents Issues and Profits thereof to his own particular use and behoof of any thing herein contained to the contrary hereof in any wise notwithstanding