

Israel Charles

To
W^m Thomas 69D

Mortgage

The State of South Carolina

To all whom these presents may concern in the State aforesaid Greeting Whereas I the said Israel Charles in and by a certain bond or obligation bearing date the first day of September A^D 1862 stand firmly held and bound unto W^m Thomas Commissioner in Equity for Greenville District in this State or his successors in office in the penal sum of Eight thousand nine hundred and twenty dollars conditioned for the payment of the full and just sum of four thousand four hundred and sixty dollars in one & two ~~years~~ with interest from date as in and by the said bond and condition thereof, reference being thereunto had will more fully appear Now Know all men that I the said Israel Charles in consideration of the said debt and sum of money aforesaid and for the better securing the payment thereof to the said William M Thomas as aforesaid according to the condition of the said bond, and also in consideration of the further sum of three dollars to me the said Israel Charles at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged & the said Israel Charles have granted bargained sold and released and by these presents do grant bargain and sell and release unto the said William M Thomas Commissioner all that tract or parcel of land situate in Greenville District on waters of Grove Creek which are waters of Saluda River adjoining lands of Charles, Charles Garrison & Garrison containing three hundred and thirty one acres more or less known as the Grove Tract and more particularly described in a deed from George T Townes Commissioner in Equity for Greenville District dated the 4th December A^D 1837 and recorded in Book I on page 355 & 356. Together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the said premises unto the said William M Thomas and his successors and assigns forever, and I Israel Charles do hereby bind my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said W^m Thomas & his successors and assigns from and against my heirs executors administrators and assigns or any one 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 I the said Israel Charles or my heirs or executors do and shall well and truly pay or cause to be paid unto the said W^m Thomas or his successors the said debt or sum of money aforesaid with the interest thereon, if any shall be due, according to the true intent and meaning of the said Bond and condition then under written, then this deed of bargain & sale shall cease determine and be utterly null and void otherwise it shall remain in full force and virtue.