

South Carolina

This indenture made the nineteenth day of November in the year of our Lord One thousand eight hundred and thirty eight between John Hawkins of the one part and James Pickett of the other part Witnesses. Whereas the said John Hawkins stands indebted to the said James Pickett in the sum of seven thousand dollars by his two bonds under seal one for five thousand dollars due the first day of January 1839 & the other for two thousand dollars due the first day of January in the year of our Lord Eighteen and hundred and forty

Now this indenture witnesseth that the said John Hawkins for and in consideration of the said debt or sum payable as aforesaid to the said James Pickett and for the better securing the payment thereof to the said James Pickett according to the tenor and effect of the Bonds aforesaid and also in consideration of the sum of Ten dollars to the said John Hawkins by him the said James Pickett in hand paid at & before the sealing and delivery of these presents do grant bargain sell release convey and confirm unto the said James Pickett and to his heirs and assigns forever all that tract of land containing eleven hundred and eighty five acres more or less situate in the District of Greenville & State aforesaid on the North fork of Saluda River being the same land which the said James Pickett this day conveyed by deed to the said John Hawkins and to secure the payment of the purchase money for the said tract of land this mortgage is executed Together with all and singular the rights members and appurtenances thereunto belonging or in anywise appertaining and the reversion or reversions remainder or remainders rents issues and profits thereof. To have and to hold the said tract of land with the appurtenances unto the said James Pickett his heirs and assigns forever. Provided always nevertheless and it is the true intent and meaning of the parties to these presents that if the said John Hawkins his heirs Executors or Administrators shall well and truly pay or cause to be paid unto the said James Pickett the sum of seven thousand dollars according to the tenor of the two Bonds aforesaid and as mentioned therein and from thenceforth these presents shall be utterly null and void any thing herein contained to the contrary thereof in anywise notwithstanding. And it is covenanted and agreed upon by and between the parties to these presents that untill 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 lawfull to and for the said John Hawkins his heirs & assigns peaceably and quietly to hold use occupy possess and enjoy all and singular the premises above granted & released and every part thereof with the appurtenances and to have receive and take the rents issues and profits thereof to his & their own particular use and behoof any thing herein contained to the