

37

South Carolina This Indenture, made the ninth day of March in the year of our Lord one thousand eight hundred and thirty nine between Sarah Baker of the one part and G F Townes Commissioner in Equity for Greenville District in the State aforesaid of the other part Wttnesseth: Whereas, the said Sarah Baker stands indebted to the said G F Townes as Commissioner aforesaid in by her Bond bearing even date herewith in the Penal sum of three thousand dollars conditioned for the payment of thousand nine hundred and eleven dollars and sixty three cents without interest at the time of her death.

Now this Indenture witnesseth, That the said Sarah Baker for and in consideration of the said Debt or sum, payable as aforesaid to the said G F Townes Commissioner as aforesaid and for the better securing the payment thereof, to the said G F Townes Commissioner as aforesaid according to the condition of the Bond aforesaid, and also in consideration of the sum of one dollar to the said Sarah Baker by him the said G F Townes Commissioner as aforesaid in hand paid, at and before the sealing and Delivery of these presents, do grant, bargain, sell alien and convey unto the said G F Townes as Commissioner aforesaid and to his successors in office and assigns All that lot of land lying and being in the Village of Greenville in the district of Greenville and State aforesaid beginning on a Stake near the Buncombe road on the academy ground and running thence North 38 degrees West two hundred and five feet near the Buncombe road to a Stake three South 21 degrees West three hundred and thirty six feet to a Stake thence to a Stake three South 38 degrees West two hundred and five feet to a Stake on the academy ground thence North 21 degrees East along a line to the said Stake to the beginning of the same more or less in the said bound, together with the house and out buildings thereon and together with all and singular the rights, members and Appurtenances thereunto belonging or in any wise appertaining and the residue or reversion, remainder or reversionary issues and profits thereof to have and to hold the said Lot of land and house and buildings thereon with the appurtenances, unto the said G F Townes his assigns, and successors in office: Provided always nevertheless and it is the true intent and meaning of the parties to these presents, that if the said Sarah Baker her Heirs Executors, or Administrators shall well and truly pay or cause to be paid unto the said G F Townes or his assigns or successors in office the sum of one thousand Nine hundred and eleven dollars sixty three cent, according to the condition above mentioned, then and from thenceforth these presents shall be utterly null and void; and thing herein contained to the contrary thereof in any notwithstanding: And it is commanded and agreed upon by and between the parties to these presents, that until default in payment of the aforesaid sum as before set forth, and the interest for the same it shall and may lawfully to and from the