

in the premises did, order adjudge and decree, that the Land described in said Bill should be sold at public auction by the Commissioner of the said Court on the terms and for the purposes mentioned in their decretal order as by reference therunto in the registry of the said Court will appear and the said Samuel A Townes as commissioner of the said Court after having duly advertised the said Land for sale by public outcry on the sixth day of September in the year of our Lord one thousand eight hundred and fifty eight did then open and publicly and according to the customs of Auctions sell and dispose of the said Land below described unto the said Wilson Hawkins for Nineteen Hundred dollars he being at that price the highest bidder for the same. Now therefore this indenture witnesseth that the said Samuel A Townes as commissioner of the said Court under and by virtue of the said decree and in consideration of the sum of Nineteen Hundred Dollars paid him by the said Wilson Hawkins the receipt whereof is hereby acknowledged hath granted bargained sold and released and by these presents doth grant bargain sell and release unto the said Wilson Hawkins his heirs and assigns all that tract and parcel of Land lying and being in the State and District aforesaid containing three hundred and seventeen (317) acres and known and described as follows to wit beginning at a black oak 3+3+0 m running thence N 78 1/2 E 31.20 ch to corner Hickory 3+0 m thence running N 72 1/2 W 42.60 ch to a poplar 3+3+31.0 m thence down the Branch of Mountain Creek to Sweet Gum 3+3+0 m thence N 27 W 40.00 B Gum 3+0 m thence 2 W 7.30 Pine 3.0 m to Stake old original Pine Stump thence 28 1/2 W 30.85 ch to Hickory corner Hickory not found Stake thence S 2 W 24.65 ch Stake corner thence S 88 1/2 E 81.50 ch Black oak the beginning corner. Together with all and singular the hereditaments rights members & appurtenances whatsoever to the said Land belonging or in anywise appertaining and the reversions and remainders rents issues and profits thereof and also all the estate right title Interest dower possession property benefit claim and demand whatsoever both at Law and in Equity of the heirs and representatives of the Robert Hawkins deceased and of the parties to this suit and of all other persons rightfully claiming or to claim the same or any part thereof by from or under them or either of them to have and to hold the said Land with its hereditaments privileges and appurtenances unto the said Wilson Hawkins his heirs and assigns to his and their only proper use benefit and behoof forever In witness whereof the said Samuel A Townes as commissioner of the said Court under and by virtue of the said Decree hath therunto set his hand and the seal of the said Court on the day and year first above written. Signed Sealed and delivered in the presence of

W H Campbell
S A Townes

State of South Carolina
Greenville District
Personally appeared before me W H Campbell and made oath that he saw Samuel A Townes sign seal and deliver the within deed for the uses and purposes therein mentioned and that S A Townes

with himself witness the same with himself. Witness Sworn to and Subscribed before me this 17th July 1859
W A M Daniel c cp
Recorded for 7th July 1859 Delud to

T W Davis	Mortgage	The State of South Carolina This Indenture made the Twenty enth day of January in the year of Our Lord one thousand eight hundred and fifty nine betw een Thomas W Davis of the One part and Thomas W Roberts of the other part Witnesseth Whereas the said Thomas W Davis hath become indebted to the said Thomas W Roberts as aforesaid in the sum of thirteen Hundred Dollars by three seal Notes one Note Four Hundred and thirty dollars and 33/100 payable one year from date with interest from date dated 27 th January 1859 another note for Four Hundred and thirty three dollars and 33/100 payable two years after date with interest from date and interest payable annually dated as above one other note Four hundred and thirty three dollars 33/100 payable three years after date with interest from date and interest payable annually dated as above. Now this Indenture witness eth that the said Thomas W Davis for and in consideration of the premises aforesaid and also in consideration of the sum of Five Dollars to the said Thomas W Davis by the said Thomas W Roberts in hand paid at and before the sealing and delivery of these presents have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Thomas W Roberts all that Lot and parcel of Land situate lying and being in the District aforesaid in the Town of Greenville bounded by Coffin Street and the Street running to Female Academy by V M Ebers Land and by Lot of the Messes Hawkinses and more fully described by a deed of conveyance for the same made by the said Thomas W Roberts to the said Thomas W Davis of even date to these presents the purchase money of which the above seal notes and this mortgage is intended to secure Together with all and singular the rights members heredita ments and appurtenances to the said premises belonging or in any wise incident or appertaining. To have and to hold all and singular the premises before mentioned unto the said Thomas W Roberts his heirs and assigns forever, and I do hereby bind my self my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said Thomas W Roberts his heirs and assigns against me and my heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof. Provided always nevertheless that if the said Thomas W Davis his heirs executors and administrators shall well and truly pay or cause to be paid unto the said Thomas W Roberts the sum of thirteen Hundred Dollars and Interest according to the above mentioned then and from thenceforth these presents shall be utterly null and void anything therein contained to the contrary thereof in any wise notwith standing, and it is covenanted and agreed upon by and between the
T B Roberts		

491
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