

SOUTH CAROLINA:

To all whom these presents may concern, I, Benjamin Hearn of Broad Branch Waters of Black River District of Sumter in the State aforesaid, Planter in the State aforesaid, send Greetings. Whereas the said Benjamin Hearn & Thomas Watson in and by a certain Bond or obligation bearing date the second day of February in the year of our Lord one thousand eight hundred and fourteen, stand ????? held and bound unto Samuel Mathis of Camden in the State aforesaid, Planter, in the final sum of three hundred Dollars conditioned for the payment of the full and just sum of one hundred and fifty Dollars by three different payments 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 Benjamin Hearn, in consideration of the said debt and sum of money, and for the better securing the payment thereof to the said Samuel Mathis, his heirs, Executors, Administrators, or Assigns according to the condition of the said Bond; and also in consideration of the further sum of One Dollar to me the said Benjamin Hearn in hand, well and truly paid by the said Samuel Mathis at and before the sealing and delivering of these Presents, the receipt whereof is hereby acknowledged, I, the said Benjamin Hearn, have granted, bargained, sold and released and by these presents Do grant, bargain, sell, and release unto the said Samuel Mathis All That Plantation piece or parcel of Land containing Ninety six acres, more or less, situated on the north side of said Broad Branch; beginning at a Stake, the Northeast corner of Samuel Mathis Land there, and running thence Forty seven chains & 80 links to a Stake by a Pine tree marked 3X; thence West nineteen chains to a Stake by another Pine marked 3X; thence North Fifty one chains, 75 links to another Stake by a Pine on Samuel Mathis' line and thence along the said Line ?? 81 East Twenty chains, 80 links to the Beginning. Bounded to the North or northwardly by Lands belonging to Moses Witherspoon, to the East or eastwardly by Lands said to belong to W. Dickson, and by ?? Dubose's Land, and upon the other two sides by said Samuel Mathis—his lands aforesaid--- 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 Samuel Mathis, his heirs and assigns forever.

And, I the said Benjamin Hearn do hereby bond myself, my heirs, executors, and administrators to warrant and forever defend all and singular the said premises unto the said Samuel Mathis, his heirs and assigns from and against all persons whatsoever. Provided always, nevertheless, as it is the true intent and meaning or the parties to these presents, That if the said Benjamin Hearn and Thomas Watson do, and shall will and truly pay or cause to be paid unto the said Samuel Mathis the said sum of money with the interest thereon, according as in the condition of the said Bond mentioned and expressed, then this Deed of bargain and sale shall cease

determine and be utterly null and void. And, it is agreed by and between the said parties that the said Benjamin Hearn his heirs and assigns are to hold and enjoy the said premises until default of payment shall be made.

But, if the said Benjamin Hearn and Thomas Watson make default therein, then the said Samuel Mathis, his heirs, executors, administrators or assigns may enter into upon the said premises and receive the Rents, Issues, and Profits thereof, or lease out the same until he or they be paid the said debt and interest, or by Public Auction sell and dispose thereof, and return the overplus of the monies to the said Benjamin Hearn if any should arise thereby after paying off and discharging the said debt and interest, with the cost and charges thereon. And then, and in that case, I, the said Benjamin Hearn, do hereby covenant and promise that I will on demand make execute and deliver all such further and other lawful Titles, Deeds and conveyances as may be necessary and requisite for the more fully, perfectly, and completely granting, assuring, conveying, and confirming the said premises to the said Samuel Mathis, his heirs, executors, administrators or assigns forever. The same to be drawn or procured by them at their own costs and charges—

With my hand and seal, this second day of February, in the year of our Lord one thousand eight hundred and fourteen.

Benjamin Hearn

Signed, sealed, and delivered in the presence of:

John M. Cants

George Nelson

South Carolina, Kershaw District

Before me, William Blanding, one of the Justices of the Peace in and for the District & State aforesaid, personally came or appeared George Nelson, who, being duly sworn, made oath & said he was present and saw the within named Benjamin Hearn sign, seal, and as his act and Deed deliver the within written Deed; and that he saw John M. Cants subscribe his name thereto as a Witness together with the deponent.

Sworn before me this 3rd day of March 1814

William Blanding, J.P. (10 March 1814)