

Matchell sign the receipt hereon annexed, & discharge his
name as all that, these, sworn the day & year above mentioned before me J. G. South J. P.
Recorder in the County of this 12th day of Nov^r 1788. 1788 & 89 by
Hugh Brown
to
Patrick Cunningham

Subscribe his
Hugh Brown J. P.

South Carolina. This Indenture made the Twenty first day of Nov^r 1788
any one thousand seven hundred & eighty four Between Hugh Brown
of Orange County in the County of South Carolina of the one
part & Patrick Cunningham Esq^r of the other part

Witnesseth that the said Hugh Brown for & in consideration of the sum of Two hundred
pounds current money of the Province of the said to him in hand paid at & before the
dealing & delivery of these presents with great bargain well taken & remiss release & confirm
unto the said Patrick Cunningham his actual possession now being by virtue of an
bargain & sale to him there made for one year by indenture of lease bearing date
the day next before the day of the date hereof by force of the Statute for the
of indenture possession & to his heirs & assigns - Ninty acres of land more or less which is on
the East side of a Spring Branch that is on the tract of land about of one hundred and
acres situate in the County of South Carolina on the North side of Saluda River originally granted unto
Robert Brown deceased for the use of the said Hugh Brown by a grant bearing date the
first day of February one thousand seven hundred & sixty eight which land was
granted unto the said Robert Brown by his Excellency the right Hon^{ble} Lord Charles Gray
and Montague Esq^r Capt. Genl. Governor & Commander in Chief & now ever our
said Province of South Carolina the original grant was Bunting & Bounding
to the N^o 1st on land held by the said Robert Brown to the N^o 2nd on land claimed
by John Williams to the S^o 1st on land claimed by William Braslet the other side by
said River but the N^o 2nd & 3rd is now bounding on land held by the said Patrick
Cunningham & the said Ninty acres of land with the meadow & marsh Bunting
& Bounding as a plot thereof to this lease & release is annexed & here presents

Together with all & singular the Privileges, Holds, Waters & usual Recrements
profits Commodities Advantages, Emoluments, Hues & Customs & of whatsoever
sort the said Ninty acres of land belonging or in anywise appertaining and the
permissions & reversions Remainders & Remainses, Rents Issues & profits thereof & also all the
State Right title Interest possession property profit claim & demand whatsoever
either in the Law or Equity of the said Hugh Brown of into or out of the said Pro-
vince to have & to hold the said plantation or tract of land hereby granted and
Released with their appertinances unto the said Patrick Cunningham his heirs
for ever & the said Hugh Brown for themselves their heirs & assigns. Both cover and
grant & give to & with the said Patrick Cunningham his heirs & assigns by these
presents that it shall & may be lawful to & for the said Patrick Cunningham
his heirs & assigns at any time hereafter to enter into hold occupy possess & enjoy
the said plantation or tract of land & premises, without any lett suit trouble
molestation or Interruption of the said Hugh Brown & their heirs or any
other person or persons lawfully claiming title claim by from or under
them or any of them & also that the said Hugh Brown their heirs shall & will
from time to time & at all times hereafter at the reasonable request of proper
charges in the Law of the said Patrick Cunningham his heirs & assigns make
do acknowledge & execute or cause to be made done acknowledged & executed
all such further & other lawful & reasonable acts conveyances & assurances in
the Law whatsoever for the better & more perfect conveying & assuring the said
plantation or tract of land & premises unto the said Patrick Cunningham

and the Reversion and Reversions Remainder and Remainders, Heirs, Spues
and Profits thereof, and also all the Estate, Right, Title, Interest, Professions, property
in Profit Claim and demand whatsoever either in Law or Equity of the said Cornelius
Bargill of in to or out of the said premises, To HAVE and to HOLD the
said Plantation or tract of Land hereby Granted and released, with their Appur-
tenances unto the said Patrick Cunningham his Heirs and Assigns
or ever A. D. of the said Cornelius Bargill for himself his Heirs and Assigns
with covenant Grant & Agree, to and with the said Patrick Cunningham his
Heirs and Assigns by these presents, that it shall and may be lawfull to for the said
Patrick Cunningham his Heirs and Assigns, at any Time hereafter hereunto
to hold occupy, possess & enjoy the said Plantation or tract of Land & premises
without any let, suit, Trouble, Molestation or Interruption of the said Corne-
lius Bargill and his Heirs or any other person or persons Lawfully claiming
or to claim, by, from or under him or any of them And also that he
the said Cornelius Bargill and his Heirs shall and will, from Time to Time and
at all Times hereafter, at the reasonable Request and proper Charges in the
view of the said Patrick Cunningham his Heirs and Assigns make acknow-
ledgement and execute or cause to be made some acknowledgement, and executed
to be such further and other Lawfull and reasonable acts conveyances & performances
in Law whatsoever for the better & more perfect conveying & affixing the said plantation
& tract of Land & premises unto the said Patrick Cunningham his Heirs & Assigns as by the
said Patrick Cunningham his Heirs & Assigns or by him or their Counsell learned
in Law shall be reasonably devised & required. And lastly, that he the said
Cornelius Bargill his Heirs or either of them the said plantation or tract of Land
or the premises unto the said Patrick Cunningham his Heirs & Assigns against
the said Cornelius Bargill his Heirs & all every other person or persons
claiming or to claim, by, from or under him or any of them shall & will warrant
for ever defend by these presents In Witnes whereof the said Cornelius Bargill
& hereunto set his hand & seal the day & year first above written. —
Cornelius Bargill

Received the day & year first written
the within named Patrick Cunningham the sum of thirty pound
and money of South Carolina it being the full consideration money mentioned
in the said indenture by me Cornelius Bargill present Christopher Steeley Elizabeth Steeley —
in presence that on the tenth day of October one thousand seven hundred & twenty
personally appeared Christopher Steeley & being duly sworn on the oaths
it on his oath deposes & says that he did see Cornelius Bargill sign & seal
his act & deed deliver the lease & release unto the within named Patrick
Cunningham for the use within mentioned & that he the said deposed
Elizabeth Steeley subscribe his name thereunto as attorney & he the said deposed
then says that he did the s^d Cornelius Bargill sign the receipt above
in words Christopher Steeley sworn to before me the day & year above written
at Cunningham S. C. Recorded and examined this 12th day of Nov^r
3- 1720-836 by — (Haybury J. J. & H. J.)

in Freager to — State of South Carolina. This Indenture, made the fifteenth
day of September in the year of Our Lord one thousand seven hundred