To all People to whome these Presents shall Come I Thomas Fownes of Charles Town in y^e said Province Carpenter Send Greeting &c. . . . . .

Whereas y^e said Thomas Fownes by sundry meane Conveyances Deeds of Bargain & Sale & Assignm^t am rightfully & lawfully Invested & Seized of, in & with a certain Peice of Ground or part or parcell of a town Lott in Charles Town, known in the Model of y^e said Town upon Record in y^e Surveyo^rs Genera^l Office by the Number (Thirty Six) which said part or parcell of a town lott measures & Contains in breadth fronting Westerly to y^e Street three five & twenty feet or thereabouts & from thence Easterly to y^e back part thereof eighty & Seaven feet or thereabouts making y^e whole a long Square & butts & bounds to y^e Westward on y^e Street aforesd. which Runns almost parralell with Cooper River to y^e Southern part of y^e said Town Lott belonging to M^r John Guibal & to y^e Northward & Eastward on part of y^e same Town Lott now belonging to or in y^e Possession of William Smith Esq^r his Tenants or Under Tenants. And Whereas also y^e said Thomas Fownes by my certain Obligation under my hand & Seale bearing even date with these Presents am holden & firmly bound unto D^r Anthony Cordes of Berkley County in y^e Province aforesd. in y^e Sum & Penalty of one thousand & twenty Pounds with Condition thereunder written for y^e Payment of y^e Sum of Sixty Pounds Curr^t Money in Lieu Dollr at five Shills y^e Dollr in such manner & form & at such Times & Places as in & by y^e said Obligation & Condition is set forth, Expressed & Declared. To y^e End therefore that y^e said Sum of Sixty Pounds may be made the more Sure & be y^e better Secured to y^e said Anthony Cordes his Exors Admors & Assignes. Know Ye &c. That I y^e said Thomas Fownes for & in Consideration of y^e Bond or Obligation aforesd. & for other good & Valuable Considerations me at this time especially moveing. Have Given, Granted, Bargained, Sold, Aliened, Enfeoffed, Conveyed, Confirmed, Assigned & Sett Over & by these Presents Do fully freely & Absolutely, Give, Grant, Bargain, Sell, Alien, Enfeoff, Convey, Confirm, Assign & Sett Over unto y^e said Anthony Cordes y^e said part of y^e town lott aforesd. Number (Thirty Six) containing in breadth fronting y^e Street five & twenty feet or thereabouts & from thence Easterly to y^e back part thereof Eighty & Seaven feet or thereabouts making y^e whole a long Square. Together with all & Singular y^e houses, Orthouses,

Edifices, Buildings, Waies, Paths, Passages, Wells, Waters, Water Courses, Profits, Easm^ts, Comodities, Priviledges & Apurtenances whatsoever unto y^e said Peice of Ground or part of a Town Lott standing, Growing or being or to y^e same or any part thereof belonging or Apertaining. To have & to hold y^e said piece of Ground or parcell of a Town Lott & all & Singular y^e Bargained Premises with their & every of their Apurtenances & every part & parcell thereof to y^e said Anthony Cordes his heirs & Assignes to his & their own proper use benefitt & behoof for ever. And I y^e said Thomas Fownes for my self my heirs, Exors & Admors shall & will Warr^t & for ever defend y^e Bargained Premises & every part & parcell thereof to y^e said Anthony Cordes his Heirs & Assignes by these Presents. Provided Always Nevertheless & it is y^e Intent & meaning of y^e Parties to these Presents That if I y^e said Thomas Fownes my heirs, Exors or Admors or some of them shall & do well & truly pay or cause to be paid unto y^e said Anthony Cordes his Executo^rs Admors or Assignes or some of them y^e said Sum of Sixty Pounds Curr^t Money according to y^e form & Effect & to y^e true Intent & meaning of y^e above recited Obligation & Condition for y^e Redemption of y^e above Bargained Premises Then this Present Deed of Bargain & Sale to be Utterly voide & of none effect, Otherwise to be & remain in full force & Vertue. In Witness whereof y^e said Thomas Fownes hath hereunto Sett his Hand & Seale y^e Second day of July Anno Dom: 1700. . . . . .

Sealed & Delivered
In the Presence of
John Thomas
Henry Wigington

Thomas Fownes

Memorand^m That Nineteenth day of Decem^r Anno 1700. Came & Appeared before me John Thomas & Henry Wigington & on their Oaths on y^e holy Evangelists taken Say, That they & either of them did See & were personally pres^t when Thomas Fownes y^e abovesd & before Mortgagor did Sign, Seale & as his Act & Deed deliver y^e above written deed of Mortgage & Bargain & Sale to D^r Anthony Cordes therein mentioned according to y^e purport, true Intent & meaning of y^e same. . . .

Cap^t et Jura
Coram me Wm Smith

Recorded Dec^r y^e Nineteenth 1700

Wigington D^y

Carolina

Know all Men by these Presents that I Thomas Fownes of the
Town in y^e said Province Carpenter am held & firmly bound unto
Anthony Cordes in y^e full & Just Sum of one Hundred & twenty pounds
Curr^t Money of y^e said Province to be paid to y^e said Anthony Cordes
his Exors, Admors, or Assignes, to y^e which Paym^t well & truly to be
made I bind my Self my heirs Exors, & Admors, firmly by these
Presents, Sealed with my Seals, and Dated y^e Second day of July Anno
D^i. 1700.

The Condition of y^e Obligation is such that if y^e above bound Thomas Fownes his
Exors, or Admors, or some of them shall & do well & truly pay or cause to be paid
unto y^e abovenamed Anthony Cordes his Exors, Admors, or Assignes y^e full & Just
Sum of Sixty pounds in Lion Dollars at five Shill^s y^e Dollr in manner & time following
That is to Say Thirty pounds, one Moiety or half part of y^e said Sum of Sixty
Pounds at on or before y^e Second day of September next ensuing y^e date hereof
& other thirty Pounds residue & remainder of y^e said Sum of Sixty Pounds
at on or before y^e first day of July next ensuing y^e date of these Presents
without fraud or further Delay, Then this Obligation to be Void & of
none Effect or else to remain in full force & Vertue . . . . . .

Sealed & Delivered
In the Presence of
John Thomas
Henry Wigington

Thomas Fownes

Memorand. This Nineteenth day of Decem. Anno D^i
1700: Came & Appeared before me D^r John Thomas & Henry
Wigington & on their Oaths on y^e holy Evangelists taken Say, That
they & either of them did See & were Personally pres^t when Thomas Fownes
y^e within written Obligor did Sign, Seale & as his Act & Deed deliver y^e within
Obligation to D^r Anthony Cordes therein mentioned according to y^e Purport
true Intent & meaning of y^e Same

Cap^t Jno Fenwick Coram me Wm Smithe

Recorded Dec^r y^e Nineteenth 1700

Henry Wigington D. S.

3

By this Publick Instrum^t of Procuration & Letter of Attorny Be it known
& manifest unto all there who shall See these Presents or hear y^e same read. That on
y^e Seaventh day of September Anno Domini. 1700. in y^e twelfth year of y^e Reign of our
Soveraign Lord William y^e third by y^e Grace of God of England, Scotland, France &
Ireland King, defender of y^e faith &c^a Before me James Pickle Notary & Tabellion
Publick dwelling in London by Royall Authority Admitted & Sworn & in y^e Presence
of y^e Witnesses hereafter named personally appeared Nicholas Trott Esq^r late Gov^r
of y^e Bahama Islands at present in London who declared to have made Ordained
& Constituted & by these Presents doth make Ordain & Constitute & in his Room
Place & Stead put & Constitute y^e honble Joseph
Blake Esq^r Governr of Carolina, James Moore & George Logan Esq^rs & by Survivorship
them his true & lawfull Attorneys, Giveing & by these Pres^ts Granting unto his
said Attorneys & y^e Survivor of them, good right full Power & lawfull Authority, for
him y^e said Constituant, in his name & on his behalf to arbitrate, Compound,
conclude transact & Agree to & with Cap^t William Rhett his heirs, Exors, or
Admors & all others whom it shall or may Concern, according to Instructions
& Preliminary Articles hereunto annexed, And to that end with y^e said William
Rhett his heirs, Exors, or Admors & all others whom it shall or may Concern to
Acco^t & to View, Settle & Adjust all Acco^ts & y^e ballance thereof to receive, Upon
Recoveries & Receipts to give one or more Acquittances or other Sufficient
discharges in due form of Law, But in case of Refusall or delay by y^e said Wm
Rhett & all others whom it shall or may Concern to make Paym^t, & satisfaction
in y^e Premises, him her or them thereunto to Compell by all Lawfull Ways &
meanes whatsoever; And if need be to Appear before all Lords, Judges & Justices
in any Court or Courts there to Answer, defend & Reply in all matters touching
or Concerning y^e Premises to do, Say, pursue, Implead, Seize, Sequester, Attach,
Imprison & to Condemn & out of Prison again to deliver, Also to Signe, pass
all such Bonds of Arbitration & other Instrum^ts as shall be necessary in y^e Premises
& Generally in & concerning y^e Premises & all other y^e Affairs of me y^e
said Constituant to do perform & Execute all & whatsoever shall be
requisite & necessary as fully, amply & Effectually to all Intents
Constructions & purposes as he y^e said Constituant might or could Do
if personally present, & that although y^e Case should require more
especiall or Ample Power then is herein before Expres't they y^e said
Constituant hereby Promiseing to Ratify & Confirm & Hold for good