

To all to whom these Presents shall come I William Dwy of the County of Hardy in the Province of Carolina Greeting.

Whereas William Earle of Craven Palatine, & the rest of the Lords and Absolute Proprietors of the Province of Carolina, by their deed or Grant under the Great Seal for that Purpose appointed, bearing date the Eighth day of May 1683. Did Grant unto Peter Kern one Town Lott In Charles Town distinctly known in the Modell of the Said Town by ^{us} numbered (written) & buttling and bounding as appears by a Certificate hereof to the ^{us} Said Grant annexed, affixing & paying therefor to the true and absolute Lords & Proprietors yearly and every year after the rate of one Penny of Lawfull money of England or the Value thereof p^r acre, As in and by the Said Deed or Grant, Reference being thereunto had doth or may more fully and at Large appear. And whereas the Said Peter Kern in his Life time viz^t on the Eighteenth day of December Anno Domini 1688. Did make his Last Will & Testament in Writing under his hand and Seal, and therein, & thereby did Give, Devise & Bequeath unto his wife Jane & his seven Children therein named, and all his Estate; both real and Personall whithin this Province or Elsewhere, and did likewise nominate and appoint his Said Wife Jane & his seven Children Ex^{rs} of his Said Last Will & Testament, which now remain upon record in the Secretarys office of this Province Relation being thereunto had, doth & may appear. And whereas also by an Act of Assembly Ratified at Charlestown aforesaid ^{us} 17th day of January Anno Domini 1694/5 James Witter & Edward Drake are authorized & Empowered to Alienate & make Sale of the above mentioned Town Lott, together with all the Houses, Buildings, Junes, Ways, wells, water Courses, and all other Appurtenances, Priviledges and Immunities whatsoever thereupon Standing, or thereunto belonging to him or them that will give most for the Same As in and by the Said Act of Assembly doth & may appear. And whereas the Said James Witter & Edward Drake, By Virtue of the above recited Power, Did by their Deed of Bargain & Sale under their Hands & Seals, bearing date the Eighteenth day of January Anno Domini 1694/5 for and in Consideration of one hundred Pounds Sterl, full freely & Absolutely, Give Grant Bargain, and Sell all Singular the Town Lott above mentioned, together with all and Singular the Houses, Edificies, Building, and the Rights, members. Immunities & Priviledges to the Said Town Lott, belonging, or in any wise Appertaining unto the Hon^{ble} Joseph Blate Esq^r. to have & to hold, the Said Town Lott, and Premises to him the Said Joseph Blate, his heirs, and assigns forever. As in and by their the Said James Witter and Edward Drake. Deed of Bargain and Sale both and may appear. And whereas the Said

Joseph Pelade by his certain Writing, or Act of Sale, under his
 Hand and Seal bearing date, the third day of June Anno Domini 1695,
 did give, Grant, Bargain and Sell unto me the said William Dry the town, Part
 aforesaid (no. 16) to have and to hold the said town that it was the said William Dry
 my Heirs and Assigns forever, unto and by his the said Joseph Pelade, Deed of
 Bargain and Sale, Registered in the Registers Office, North & may more fully and at large
 appear. Now know ye that the said William Dry for and in Consideration of the
 full & just sum of Twenty and five Pounds Curr. money of this Province to me
 in hand and before the Enrolling and Ratifying of these Presents by William
 Rhett of the town and Province aforesaid Merchants, well and truly Satisfied &
 paid, the Receipt, whereof, the said William Dry do hereby acknowledge and
 thereof, and of Every part thereof, do acquitt and discharge the said William
 Rhett his Heirs, Executors and Administrators by these Presents have
 given, Granted, Bargained, Sold, Aliened, Enfeoffed, Conveyed, Conferred,
 Assigned, and Sett over. And by these Presents, do fully truly and
 Absolutely give, Grant, Bargain, Sell, Alien, Enfeoff, Convey, Convey,
 Assign and Sett over unto the said William Rhett all that moiety
 or half part of the town, Part aforesaid (no. 15) Cutting & bounding to
 the East, upon the charge on Cooper's River, to the North on land belonging to Mary
 Grace Widew, to the South upon the other moiety or half part of the town
 Part aforesaid, and to the West upon a little Street there. Together with
 all and singular the Buildings, Ways, Paths, Passages, Waters, Wells
 Water Courses, Profits, Easements, Commodities, Privileges & appurtenances
 whatsoever. As the said moiety or half part of the town Part aforesaid, now
 standing, growing or being, or to the same or any part thereof belonging, or in
 any wise appertaining, to have, and to hold the said moiety or half part
 of the town Part aforesaid, and all and every the Premises, unto their
 heirs and assigns forever unto the said William Rhett, his Heirs and
 assigns to his & their own proper use, benefit & behoof for Ever. He or they
 Building and Paying thereon to the Palatine, and the Rest of the Lords and absolute
 Proprietors from time to time, the Quit Rent that shall grow due to them for
 the same. And the said William Dry for my self, my Heirs Ex^{rs} and adm^{rs} &
 every of them do covenant, Grant, Promise and Agree, to and with the said William
 Rhett his Heirs and Assigns in manner and form following, (that is to say)
 that he the said William Rhett his Heirs and Assigns, shall and may lawfully
 at times, and at all times hereafter peaceably and quietly, have, hold, use, Occupy,
 Possess and Enjoy all and singular the said moiety or half part of the town
 Part aforesaid, & other Premises before bargained and sold and every part of the
 same, their & every of their appurtenances, without the Lett, Suit, trouble, Molesta-
 tion, eviction or Interruption of me the said William Dry: my Heirs Ex^{rs} Admin^{rs} or
 Assigns, or of any other person, or Persons, claiming by from or under me,
 them, or any of them, by any ways means or Pretences whatsoever. And also

that the Prebargained Premises, & their Appurtenances aforesaid & every part
 & parcel thereof now are free & clear, & so free time to time & at all times here-
 after shall be free & cleared, saved & kept harmless by me, y^e s^t. William Dry,
 my heirs Ex^{rs} & Adm^{rs} to him y^e s^t. William Rhett, his heirs & Assignes of &
 from all & all manner of former or other gifts, Grants, Bargains, Sales,
 Jagatures, Deuours, Mortgage, Executions, Extents, Judgements, & of and from all
 & all other charges & Incumbrances not before, the Rent Reserved & Payable to y^e
 s^t. Profits for y^e s^t. Service only & always Excepted: And Lastly that the s^t. William
 Dry, my heirs Ex^{rs} & Adm^{rs} from time to time and at all times hereafter, at y^e
 request & at y^e proper cost & charges of the s^t. William Rhett his heirs &
 Assignes, shall & will do, make & Execute, or cause to be done made & Execute
 such further & other Act & Acts, thing & things devise & devise in the ^{Law}
 whatsoever for y^e further & better Enlarging & Assuring y^e Prebargained Premises
 & every part of them unto the said William Rhett his heirs & Assignes, by the
 the said William Rhett his heirs & Assignes, or by his or their Council learned
 in the Law shall be reasonably devised, advised, or required In Witness
 whereof I the said William Dry have hereunto Set my Hand and Seal
 this Sixth day of November Anno Domini, One thousand Six hundred
 Ninety & Six.

W^m. Dry. 

The with Deed of Sale was Signed, Sealed & Delivered in the Presence of
 George Brantlyn, Benjamin Pierpont, Henry Wiggington

Memorandum, that on the Sixth day of Novem^r. Anno Domⁱ. 1696 peaceably & quietly
 possession being & Seizin of & in y^e within Bargained Premises was given by
 y^e within William Dry to Sarah Rhett wife of the within William
 Rhett by Turp & Twigg de y^e use of y^e said William Rhett. According to
 the purport, true intent and meaning of the within Deed of Sale, in
 the Presence of Benjamin Pierpont, George Brantlyn and
 Henry Wiggington.

Memorandum, On y^e 21st day of November 1696, Personally Appeared
 before me John Buresford Esq^r. One of His Majesty's Justices of y^e Peace
 in South Carolina Doe^t. George Brantlyn who made oath on y^e
 Holy Evangelist, that he did see y^e within mentioned W^m. Dry,
 Sign Seal and Deliver y^e within Written Bill of Sale as his
 Act & Deed, for y^e use within mentioned.

Cap^t. et Jurat. coram me.

John Buresford

Registered y^e 21st day of Nov^r 1696

Jⁿ John Buresford Reg^r