

to Frances Bunnear & which land is now the property of the said Andrew P. Colhaun also one other tract in the District & State last aforesaid situate on the waters of Twenty six mile Creek adjoining lands of Nimrod Smith & others containing seven hundred and seventy Acres more or less & which was Originally granted to the said Frances Bunnear & which is now the property of the said John C. Colhaun & does also bargain & sell & deliver unto the said Her Boyce & to his heirs Executors Administrators & assigns the following Negroes Slaves Viz a Man named William & a woman named Rissat being the property of the said Andrew P. Colhaun and also the Negroes Jack, Simon Peter, Betty, Anthony & Caleb the property of the said John C. Colhaun all of which said Negroes are young and likely. Together with all & singular the rights members, hereditaments and appurtenances to the said Real Estate belonging or in any wise incident or appertaining and the Reversion & Reversions, Remainder & Remainders, Rents, Issues & profits thereof. To have and to hold the said tracts of land with their appurtenances & also the said eight Negroes unto the said Her Boyce his heirs & assigns forever. Provided always nevertheless and it is the true intent & meaning of the parties to these presents that if the said Andrew P. Colhaun & Andrew Pickens or either of them shall well and faithfully expend & invest the said sum of Twenty thousand dollars in the purchase of lands for the benefit of the association & copartnership aforesaid according to the Terms & conditions of the convention & agreement so formed & concluded as aforesaid by the within correspondence aforesaid & shall produce & deliver to the said copartnership the patents or Grants for said lands then purchased or other evidences of purchase & title according to said within correspondence & agreement then & from thenceforth these presents shall be utterly null & void any thing herein contained to the contrary thereof notwithstanding. Provided always & it is agreed upon by the parties to these presents that if in the opinion of the said A. Pickens & A. P. Colhaun it shall be ⁱⁿexpedient to invest the whole or any part of said sum in lands as aforesaid or if it shall become impracticable from the moranzival of the Funds in time or from any other cause to make said investment in whole or part that the said parties shall be liable to refund the same or such part as may not be invested to H. Boyce according to the liabilities contained in said agreement. And it is covenanted & agreed upon by & between the parties to these presents that until default shall be made in the application & investment of the sum aforesaid according to the terms & effect of the agreement aforesaid it shall and may be lawful to & for the said John C. Colhaun and Andrew P. Colhaun peaceably quietly to hold use occupy possess & enjoy and employ all & singular the premises above granted & released & every part thereof with the appurtenances & also the said Negroes & to have receive & take the Rents issues & profits of the said & the hire & labour of the said Negroes to their own particular use & behoof. any thing herein contained to the contrary ^{thereof} notwithstanding. And it is further covenanted & agreed between the parties & the said John C. Colhaun for himself & the said Andrew P. Colhaun & for his & their Executors administrators & assigns covenant & agree to & with the said Her Boyce his Executors administrators & assigns by these presents that if default should happen to be made in the application and investment of the said sum of money agreeably to the terms and conditions of the said agreement then as aforesaid

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