

Deed, SC, Fairfield, JOHN YARBOROUGH to JOHN BRYANT, 1785

THIS INDENTURE May 29th day of ____ in the year of Our Lord 1785.

BETWEEN **JOHN YARBOROUGH** Sr. of the state of South Carolina and in Camden District of the one part **JOHN BRYANT** of the said State and District of the other part.

WITNESSETH that whereas in and by a certain grant bearing date the 13th day of June in the year of Our Lord 1722, under the hand of his Excellency the right honorable Lord **CHARLES G. MONTAGUE**; & c. did give and grant to **JOHN FULGHAM** a plantation or tract of land containing four hundred acres situated in Craven County on the W side of Wateree River on both sides Thorntree Creek in the fork bounded to the NE and W by **THOMAS ROBERTSON**'s land; NW by **JOHN WILLIAMSON**'s land; and on all other sides by vacant land, when first laid out, and hath such shape, form, and marks as appears by a plat thereof, the said grant annexed, as in and by the said grant duly recorded in the secretary's office, reference thereunto had may more fully appear.

NOW THIS INDENTURE WITNESSETH that the said **JOHN YARBOROUGH** for and in consideration of the sum of £40 Sterling to him in hand paid by the aforesaid **JOHN BRYANT** at and before the sealing and delivery of these presents doth grant, bargain, and sell, he does hereby acknowledge and has bargained, sold, aliened, conveyed, and confirmed and by these presents doth grant, bargain, sell, alien, convey, and confirm unto the said **JOHN BRYANT**, in his actual possession, now being by virtue of a bargain and sale thereof made one whole year by force of a statute for transferring of uses into possession and to his heirs and assigns forever 200 acres of land taken off from the NW side of the above-mentioned tract of 400 Acres bounded S by the remainder dividing line made from a post oak on **THOMAS MUSES**' land to the S corner of **THOMAS ROBERTSON**'s land bounded S by the remainder part of the land NE and W by **THOMAS ROBERTSON**'s land NW by **WILLIAMSON**'s land exclusive of nine Acres of the said tract of 200 Acres, the said nine acres lying on the Rocky Fork on the S side Thorntree Creek as accepted and not sold at this time but with the addition of nine Acres more on the N side of the said Thorntree Creek bought from **THOMAS ROBERTSON** by lease and release bearing date the 24th and 25th days of February Anno Domini 1785 to be included by these presents.

TOGETHER WITH ALL and singular the houses, out houses, edifices, buildings, barns, stables, yards, gardens orchards, woods, under woods, timber and timber trees, meadows, ponds, lakes, fishing, waters and water courses, ways, paths, passages, liberties, privileges, profits, rights, members, hereditaments and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders rents, issues, and profits thereof and every part and parcel thereof and all the estate, right, title, interest, use, trust, possession, property, property profit, claim, and demand whatsoever of him, the said **JOHN YARBOROUGH**, of, in, too, or out of the same premises and every part thereof and all evidences, scripts, and writings whatsoever touching where concerning the said premises and every part thereof.

TO HAVE AND TO HOLD the said Plantation or tract of land as before said aforesaid with every the premises and appurtenances thereunto belonging here in before mentioned, granted, released, and confirmed unto the said **JOHN BRYANT** his heirs and assigns forever to the only proper and absolute use and behoof of him the said **JOHN BRYANT** and his heirs and assigns. And he, the said **JOHN YARBOROUGH**, doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree to end with the said **JOHN BRYANT** his heirs and assigns in manner and form following:

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THAT IS TO SAY that he the said **JOHN YARBOROUGH** now is and until the execution of these presents shall stand seized of a good, sure, perfect, and indefeasible estate of inheritance in fee simple of and in all the aforesaid plantation or tract of 200 acres of land with the rights, members, and appurtenances without any manner of trouble, contition, trust, mortgage, judgment, execution, or encumbrance whatsoever to alter, Church, or determain I am the same and also that the said **JOHN BRYANT** oh, his heirs and assigns, shall and may, from time to time, and at all times here after peaceably and quietly have, hold, use, occupy, and possess and enjoy the set Plantation or tract of land containing 200 Acres with every the premises and appurtenances there into belonging without any manner of trouble, endurance, molestation, interruption, or denial of him, the said **JOHN YARBOROUGH**, his heirs and assigns and all and every other person or persons whatsoever.

AND LASTLY that the said **JOHN YARBOROUGH** his heirs and assigns the said Plantation or tract of land containing 200 Acres with the premises and appurtenances unto the said **JOHN BRYANT** his heirs and assigns against him, the said **YARBOROUGH**, his heirs and assigns and all and every other person or persons whatsoever shall and will warrant and forever defend by these presents.

In witness whereof the said **JOHN YARBOROUGH** have hereunto set his hand and seal the day and you're above written.

JOHN YARBOROUGH {seal}
MARY YARBOROUGH {seal, her mark}

Signed, sealed, and delivered in the presence of

WILLIAM BRYAN

JOHN MORRISON

Received the day and date within written of the within named **JOHN BRYANT** £40 Sterling which is the full consideration money of the within deed I say received.

JOHN YARBOROUGH

Recorded by **JOHN MORRISON**, affidavit taken before **M. WINN**, Esquire

Executed **D. EVANS**, D. C.

Delivered to **J. BRYANT**