

Deed, SC, York, JAMES ADAMS to JAMES KENNEDY, 1789

Number 121

State of South Carolina

THIS INDENTURE made the 17th day of September in the year of Our Lord 1789.

BETWEEN **JAMES ADAMS** of York county in the state aforesaid, planter, of the one part and **JAMES KENNEDY** of the City of Charleston and same state, Esquire, of the other part.

WHEREAS the said **JAMES ADAMS** by his bond or obligation duly executed bearing even date, with these presents, stands bound unto the said **JAMES KENNEDY** in the sum of £264.12.8 sterling conditioned for the payment of the sum of £132.6.4 like money with lawful interest from the same to be paid at the. In the condition of the said bond for that purpose mentioned, as by the same reference thereunto being had will more fully appear.

NOW THIS INDENTURE witnesseth that the said **JAMES ADAMS** for and in consideration of the said debt or sum of £264.12.8 for the better securing the payment of £132.6.4 with interest on to the said **JAMES KENNEDY** or his executors, administrators, or assigns according to the condition of the said bond.

AND ALSO in consideration of the further sum of 5 shillings like money to him, the said **JAMES ADAMS**, by the said **JAMES KENNEDY** at or before the sealing and delivery of these presents well and truly paid the receipt whereof is hereby acknowledge, have granted, bargained, sold, remised, released and confirmed and by these presents doth grant, bargain, sell, remise, release and confirm unto the said **JAMES KENNEDY**, and his actual possession now being by virtue of a bargain and sale to him there of made by indenture of lease bearing the day next before the day of the date of these presents, for the term of one whole year commencing from the day next before the day of the date of the said indenture and the statute for transferring of uses into possession of force in this state and to his heirs and assigns forever, all that plantation or tract of land in York County in the state aforesaid on the head of Fishing Creek including the improvements whereon the said **JAMES ADAMS** now lives and **FRANCIS ADAMS** formerly did live.

Beginning at a Red Oak, **JOHN MCCAW**'s beginning corner and runs; thence N 33 E 120 poles to a Black Gum; thence N 17 W 108 poles to a White Oak; thence S 33 W 100 poles to a stake; thence to the beginning.

Containing by estimation 200 Acres, be the same, more or less.

AND ALSO all and singular the property and possessions that are alienable in law or equity of him, the said **JAMES ADAMS**, wheresoever situate, or to be found, and together with all and singular the hereditaments, rights, members and appurtenances whatsoever to or upon the same standing, being, belonging or in any otherwise incident or appertaining.

AND the reversion and reversions, remainder and remainders, yearly and other rents, issues, profits, of every part and parcel thereof.

AND ALSO all the estate, right, title, interest, trust, use, possession, benefits, property, claim and demand whatsoever of him the said **JAMES ADAMS** of, into, or out of the same or any part or parcel thereof in any wise howsoever.

Deed, SC, York, JAMES ADAMS to JAMES KENNEDY, 1789

TO HAVE AND TO HOLD the said plantation or tract of land and all and singular other the premises herein before mentioned or intended to be hereby granted or released with their and every of their rights, members, and appurtenances unto the said **JAMES KENNEDY** and his executors, administrators and assigns to the only proper use, benefit, and behoof of him the said **JAMES KENNEDY** and his executors, administrators, and assigns forever.

PROVIDED, nevertheless, and it is the true intent and meaning of the said parties to have these presents, and it is hereby covenanted, concluded, declared, and agreed that if the said **JAMES ADAMS**, his heirs, executors, administrators or assigns, any or either of them, do and shall well and truly pay or caused to be paid unto the said **JAMES KENNEDY** his executors, administrators, or assigns the said sum of £132.6.4 sterling with lawful interest for the same at the time and according to the terms mentioned and contained in the condition of the before recited bond or obligation without any deduction, depletion or abatement whatsoever for or by reason of any manner of taxes or rents or duties assessments and positions or charges whatsoever ordinary or extraordinary, laid, rated or assessed to be laid, rated or assessed by authority of the legislature or otherwise howsoever then and in that case this present indenture and the grant and release hereby made and every clause, article, and thing, herein contained, and also the above recited bond or obligation shall cease, determine, become absolutely void and of none effect.

AND the said **JAMES ADAMS**, for himself, his heirs executors, administrators and assigns does here by covenant, promise, and agree to and with the said **JAMES KENNEDY** his executors, administrators, and assigns in manner and form following, that is to say, that he the said **JAMES ADAMS**, his heirs executor is administrators or assigns or some of them shall and will well and truly pay or caused to be paid under the said **KENNEDY** is executors, administrators or assigns the said sum of £132.6.4 sterling with interest as aforesaid according to the terms at the period mentioned in the condition of the before recited bond or obligation according to the true intent and meaning of these presents.

AND that the said released premises now are and at all times, from and after any default shall happen to be made of or in payment of the said sum of £132.6.4 sterling and interest, as aforesaid, that or any part thereof shall be, remain, and continue free and clear of and from all manner of former and other gifts, grants, mortgages, titles, troubles, charges, and encumbrances whatsoever had, made, done, committed, or willingly suffered by him the said **JAMES ADAMS**.

AND also that the said **JAMES KENNEDY** himself and assigns shall and may, from time to time and at all times after default shall happen, shall be made in the performance of the proviso or conditions herein contained, peacefully and quietly enter into, have, hold, use, occupy, possess and enjoy the said plantation or tract of land and premises above-mentioned with the appurtenances without the let, suit, trouble, hindrance, molestation, interruption or denial of him, the said **JAMES ADAMS**, his heirs and assigns and all and every other person or persons whom so ever and that the said **JAMES ADAMS**, his heirs and assigns, and every other person and persons lawfully having or claiming any estate, or interest of, or in the said hereby released premises or any part thereof by, from, or in trust for him shall and will upon the request and at the charge of the said **JAMES ADAMS** make, do, acknowledge, suffer and execute all such further and other acts, matters, things, devices, convinces and assurances in the law whatsoever for the further and better conveying and assuring of the said hereby released premises with the appurtenances under the said **JAMES KENNEDY** his heirs and assigns to his and there only proper use

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and behoof forever, absolutely, freed and discharge of, and from the proviso and condition herein before contained and of, and from and all equity of redemption by virtue or color thereof according to the true intent of these presents as by his or their counsel learned in the law reasonably devised, advised, or required.

In witness whereof the said parties to these presents have hereunto set their hand and seals the day and year first above written.

**JAMES ADAMS** {seal}

Sealed and delivered in the presence of

**JOHN WILSON**  
**GEORGE CROSS**

**Deed, SC, York, JAMES ADAMS to JAMES KENNEDY, 1789**

State of South Carolina  
Camden District

Before me personally appeared **JOHN WILSON** Esquire who being duly sworn made oath that he was present and did see **JAMES ADAMS** signed, sealed, and delivered though within instrument of writing as his voluntary act and deed and that **GEORGE CROSS** did subscribe his name there to as a witness at the same time with the deponent.

**JOHN WILSON**

Sworn to before me at Columbia this 28th day of May 1790

**JOHN E. CALHOUN** J. Q.

Deed, SC, York, JAMES ADAMS to JAMES KENNEDY, 1789

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