

Vicks

This Indenture made and entered into this 20th day of July in the year of our Lord 1835 by and between John Vicks of the first part Augustus Pope of the second part and Jacob Barnes of the third and last part all of whom reside in the County of Adams & State of South Carolina. This Indenture witnesseth that whereas the said John Vicks and Jacob Barnes this day is indebted to the said Jacob Barnes in the sum of forty three dollars and twenty cents appearing by Bill as well as this Indenture and of some other the Indenture which may or shall accrue thereon at the time when demanded by him the said Jacob Barnes his Exec^r adm^r or assigns and for and in consideration of the further sum of One dollar to him the said John Vicks in hand paid at the time thereof by the above named Augustus Pope to the said John Vicks his and doth hereby bargain and sell unto him the said Augustus Pope his heirs and assigns the following named property that is to say the the said John Vicks doth hereby grant bargain and sell unto him the said

The following named property to wit the present growing crops of Corn potatoes and other standing on the land premises by or of him the said John Vicks also five shares of young hogs for him the said Augustus Pope his Exec^r or administrator. To have and to hold all the right title interest & estate therein free from the claim of him the said John Vicks his heirs executors administrators and assigns and to the only proper use and behoof of him the said Augustus Pope his Exec^r or administrator. In Trust nevertheless that is to say if the the said John Vicks his executors administrators &c. shall pay to the said Jacob Barnes his Exec^r administrator or assigns at or before being thereunto required by him the said Jacob Barnes his Exec^r adm^r or assigns the aforesaid debt of forty three dollars and twenty cents with the interest which may or shall have accrued thereon and also the costs of carrying into effect this indenture or so much thereof as may at the time of such demand be due that then and in that case this indenture every thing herein shall be void of none effect but in case the said payment be not made as aforesaid that is to say at or before the time of demand as aforesaid then and in that case it shall be lawful and not only lawful but the bounden duty of him the said Augustus Pope his Exec^r or administrator to sell so much or all of the above named property at auction for cash as will fully pay and discharge said debt interest and costs just advertising the sale thereof at three or more public places in the said County and of the proceeds of such said sale pay to him the said Jacob Barnes his Exec^r adm^r or assigns the debt aforesaid together with the accrued interest thereon and all reasonable costs & charges attending the full execution of this Trust and if do plus money thereafter remain in the hands of him the said Augustus Pope his Exec^r or adm^r the same shall by him or them be paid over to the said John Vicks his Exec^r or adm^r or him or them legally authorized to receive the same and if any of the above named property shall remain unsold after the payment of the said debt interest and costs as aforesaid a release from under the hands of him the said Augustus Pope his Exec^r or adm^r shall be deemed sufficient release of such part of the property thus or hereby conveyed. In Witness whereof the above named parties have hereunto set our hands