

He will well and truly pay the notes and debts herein mentioned on the days they shall become due. It is lastly agreed between the said parties that until a breach be made in the condition and covenant aforesaid the possession of the real and personal estates hereby conveyed shall remain with the said Gabriel M Rains. In Witness whereof the said Gabriel M Rains hath herunto set his hand and seal the day & year above written.

Signed & delivered  
in presence of

Gabriel M Rains 

State of North Carolina, September 23<sup>rd</sup> 1820  
Then was the execution of the foregoing deed acknowledged before me by Gabriel M Rains the mortgagor.

Let it be registered.  
Registered Sept 25<sup>th</sup> 1820 } J. R. Donnell J. L. & C.

I know all men by these presents that I Gabriel M Rains of Newbern in consideration of five hundred dollars to me in hand paid by William S Morris before the execution of these presents the receipt whereof is hereby acknowledged have given granted bargained and sold and by these presents do give grant bargain and sell unto the said William S Morris the following real estate in the Town of Newbern - that is to say a lot of ground with improvements on the North side of Johnstons Street where he resides a piece of lot on the South side of Johnstons Street lately purchased from St Johns Lodge a part of a lot on the East side of Hancock's street where Samuel Wilkins resides - 4 lots in <sup>following</sup> Dryborough near Newbern - and the personal estate to wit, three negroes Edney Ellick and Betty and a wooden building situate on the east side of Middle Street. To have and to hold the said real and personal estate to the said William S Morris his heirs executors administrators and assigns forever (subject however to certain mortgages heretofore executed that is to say one to Asa Jones one to James Riggs one to Jacob Gording one to John Franklin one to William R Street and one to Joseph Bell) And I do hereby covenant to warrant and defend said




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property against all lawful claims subject how-  
ever to the mortgages aforesaid. Provided never-  
theless if the said Gabriel M. Rains or my  
executors or administrators shall well and truly  
pay and discharge a certain promissory note  
dated this day payable to William Morris  
or order for five hundred and forty seven dollars  
and thirty two cents with interest from the date  
on the day the same shall become due and pay-  
able and shall also pay any other note which  
may be given to renew the same then the fore-  
going deed and every part thereof to be void and  
of no effect. And the said Gabriel M. Rains  
for myself, my heirs executors and administrators  
do hereby covenant to pay unto the said William  
Morris or his executors administrators and  
assigns the note aforesaid with interest on the  
day the same shall become due and payable.  
And lastly it is agreed between the parties to this  
Indenture that until default shall be made  
in the foregoing proviso and covenant the pro-  
perty hereby conveyed shall remain in the pos-  
session of the said Gabriel M. Rains.

The faith whereof the said Gabriel M. Rains  
have hereunto set my hand and seal this 23<sup>rd</sup>  
day of Sept<sup>r</sup> A.D. 1820.

Signed sealed and  
delivered in presence of  
J. G. Hanly.

Gabriel M. Rains 

State of North Carolina; September 23<sup>rd</sup> 1820  
Then was the execution of the foregoing deed  
duly acknowledged before me.

Let it be registered.

Registered Sept<sup>r</sup> 25<sup>th</sup> 1820. J. R. Donnell J. S. & Co.

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Know all men by these presents that I Peter  
Custis of Newbern in consideration of one dollar  
to me paid by Thomas Carthy and for other  
causes and considerations me hereunto moving  
have given granted released and confirmed and  
by these presents do give grant release and confirm