



Articles of Agreement [?]

has made concluded and agreed upon this fifth day of February in the year of our lord one thousand seven hundred and seventy three, and in the thirteenth year of the reign of our Sovereign Lord King George the Third **between** Button Gwinnett of the Island of Saint Catherines in the province of Georgia Esquire of the one part, and Robert Porteous of Beaufort in the province of South Carolina Esquire of the other part.

First of all the said Button Gwinnett for and in consideration of the sum of five thousand two hundred and fifty pounds lawfull money of the province of Georgia to him in hand paid or secured to be paid in manner and form as herein after is mentioned and agreed upon doth hereby for himself his heirs executors and administrators and every of them covenant promise and agree to and with the said Robert Porteous his heirs executors and administrators and every of them by there presents that he the said Button Gwinnett his heirs executors and administrators and all and every other person and persons whomsoever claiming or to claim any estate right title or interest under him or any other person or persons whomsoever of in or to the island tract [?] parcel of land situate and being in the parish of Saint John in the province of Georgia aforesaid containing by situation six thousand two hundred and fifty acres to the same more or less Commonly called or known by the name of the Island of Saint Catherines or of in or to any of the [?] island piece of [?] lands in anywise appertaining there to the right of the said Button Gwinnett, or of in or to any of the [?] Hogs Cattle or Stock Ranging and being [?], with all the lumber on the same lying and [?] and belonging thereto, with all and singular the [?] rights [?] and appurtenances in anywise

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Date: February 5, 1773
Description: Button Gwinnett sale of Saint Catherines Island, Georgia

Maintaining the said shall and will at the joint Cort and Charges of
the said Button Gwinnett and Robert Porteous on or before the
twenty eighth day of this [?] February or so soon as can be by such
conveyances assurances bill or bills of sale to any means and methods
in the law as he the said Robert Porteous his heirs Executors or assigns
or any of them or his or their Counsel learned in the law shall
reasonably advise or require well and sufficiently grant bargain
sell alien Remit Release Assure Convey and Consign to the said
Robert Porteous and one Alexander Rose of Charles Town aforesaid
Esquire their heirs Executors and assigns for ever forever in
Quayon or to whom he or they shall appoint or direct all that
the island aforesaid with its appurtenances, and the islands
Hammocks and other land appertaining thereto in right of the
said Button Gwinnett, also all the Hogs Cattle and Stock
of what nature soever being thereon, also the lumber on the
same lying together with a boat used and belonging to the said
island with all and singular the Buildings Improvements &
Inheritments rights members and appurtenances in anywise
appertaining to the premises or any part thereof with covenants to be
contained therein that the said premises and every part thereof are free
and clear from all incumbrances and demands whatsoever, and all
other fit and reasonable covenants, and forasmuch as there now are
many incumbrances on the premises and it is the intention of the
parties that out of the consideration aforesaid the premises and every
part thereof shall be free and discharged from the same It is further
mutually agreed that it shall and may be lawful and may be lawful
to and for the said Robert Porteous his heirs Executors or assigns to pay
Remove and take up the same, and all such sum or sums of money
which he or they shall advance for that purpose or any other
purpose to that end necessary shall and the same is hereby declared
lawful to be deducted out of the same paying the [?] if any or
hereafter mentioned in Consideration of which premises the said
Robert Porteous for himself his heirs Executors and assigns doth covenant
promise and agree with the said Button Gwinnett his heirs Executors

appertaining thereto shall and will at the joint Corte and charges of
them the said Button Gwinnett and Robert Porteous on or before the
twenty eighth day of this [?] February or so soon as can be by such
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sell [?] Require Release Assure Convey and Consign to the said
Robert Porteous and one Alexander Rose of Charles Town aforesaid
Esquire their heirs [?] [?] and assigns forever [?] in
[?] or to whom he or they shall appoint or direct all that
the island aforesaid with it's appurtenances, and the islands
[?] and other land appertaining thereto in right of the
said Button Gwinnett, also all the [?] Hogs Cattle and Stock
of what nature soever being thereon, also the lumber on the
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[?] Rights members and appurtenances in anywise
appertaining to the premises or any part thereof with covenants to be
contained therein that the said premises and every part thereof are free
and clear from all incumbrances and demands whatsoever, and all
other fit and [?] covenants, and for as much as there now are
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parties that out of the consideration aforesaid the premises and every
part thereof shall be free and discharged from the same. It is further
mutually agreed that it shall and may be lawful ~~and may be lawful~~
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which he or they shall advance for that purpose or any other
purpose to that end necessary shall and the same is hereby declared
lawful to be deducted out of the same paying the [?] if any or
hereafter mentioned in consideration of which premises the said
Robert Porteous for himself his heirs [?] [?] and assigns doth covenant
promise and agree with the said Button Gwinnett his heirs [?] [?]

And Agree that he the said Robert Porteous his heirs Executors or
Assigns or some of them shall and will pay the said five thousand
two hundred and fifty pounds on the Conveyance and Assurances
aforesaid being Executed and Completed in manner and form as herein
after mentioned, that is to say that he and they shall and will take
up clear and remove every incumbrance now on the premises or
which may in any manner affect the same and after the necessary
Expences attending taking up clearing and removing every such
incumbrance shall and will pay and settle the balance thereof
in any manner that may be agreeable to the said Button Gwinnett his
heirs Executors or assigns, and for the true performance of all and
every the Covenants and Agreements aforesaid each of the said parties
to there presents doth hereby bind and oblige himself his heirs [?]
and assigns each to the other in the penal sum of ten thousand
pounds lawful money of the province of Georgia aforesaid firmly
by there presents. In [?] whereof the parties aforesaid to
there presents have here unto interchangeably set their hands
and seals the day and year first above written.

Sealed and delivered
in the presence of
James Hume J.P.P.
James Robertalo

Button Gwinnett [wax seal]

and assigns that he the said Robert Porteous his heirs [?] [?] or
assigns or some of them shall and will pay the said five thousand
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pounds lawful money of the province of Georgia aforesaid firmly
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