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Maling
to
EllisExamined
deposited to
Michele Ellis
Order

Sep 21/1808

This Indenture, made this 20th day of February 1804, between Jacob Maling, Micajah Ellis, and Robert Grosvenor all of the County of Southampton, Middlesex that whereas the said Jacob Maling hath become the purchaser of certain pieces parcel or tracts of land lying and being in the said County of Southampton and hath entered into bond in the sum of one hundred and twenty five pounds ten shillings payable on the 24th day of December 1804 with the said Micajah Ellis security thereto, and the said Jacob Maling being willing & desirous of securing the said Micajah Ellis from all damage or harm that may arise of or concerning the said security aforesaid, now for and in consideration of the premises aforesaid, but more especially for and in consideration of the sum of one dollar to him the said Jacob in hand paid by the said Robert Grosvenor the receipt whereof by the said Jacob Maling hath hereby acknowledged and thereby acquits & discharges the said Robert Grosvenor, hath granted bargain and sold and by these presents hath granted bargain and sold to the said Robert Grosvenor two certain pieces parcels or tracts of land containing by estimation two hundred & 53¹/₂ acres, one piece or parcel being that tract purchased by the said Jacob Maling of Richard Simmons, the other tract being that piece of land purchased by the said Jacob Maling of certain commissioners appointed by the County Court of Southampton to sell the landed lands of Matthew Burington deceased, reference being had to the record of the said Court, and the report of the commissioners the truth thereof well fully appears to have and to hold to the said plantations tract of pieces of land & premises with all & singulars therein appertaining unto him the said Robert Grosvenor, his heirs and assigns in fee simple, nevertheless, and upon the express condition that if the said Jacob Maling his heirs executors and assigns shall punctually pay or cause to be paid to the said Commissioners their dues & the expenses due of one hundred & twenty five pounds ten shillings, and interests agreeable to the terms of the bond aforesaid, then the said Robert Grosvenor shall warrant proper and legal release for the property hereby conveyed, but is agreed by the parties, and is declared to be the true intent and meaning of the parties to these presents, and the said Robert Grosvenor covenants and agrees with the other parties hereto that in case the said Jacob Maling his heirs shall fail to make payment of the debt and interest aforesaid on or before the 1st day of June 1808, or the said Michael Ellis suffer any damage or harm by reason of his security aforesaid, then the said Robert Grosvenor, his heirs executors or assigns shall at the request of the said Michael Ellis his heirs executors, at any time after the 1st day of June 1808, after giving due notice not less than twenty days well attested to the aforesaid land & premises or so much thereof as shall be sufficient to satisfy the debt and interest aforesaid or what may be then due and owing together with the expenses arising from the notice of sale, and all other reasonable