

To all to whom this present writing, shall come, I Joshua Fort of the Town of Jerusalem send greeting: Whereas by one certain Indenture bearing date the fifth day of March in the year of our Lord one thousand eight hundred and seven, between Henry Davis of the County of Norfolk of the one part, and Joshua Fort of the County of Southampton of the other part. Witnesseth that the said Henry Davis stands indebted to Ruffin & Mugham Merchants and partners trading under the firm of Ruffin & Mugham in Jerusalem in the just and full sum of twelve hundred Dollars now on Demand, and being willing and desirous to secure to them the payment of the same, or to their heirs or assigns the said Henry Davis does hereby make over all that tract or parcel of Land given him by his deceased father's last will, proven and recorded in the County, Courts of Southampton containing three hundred acres, more or less. In trust to Joshua Fort trustees for the parties aforesaid, and in case the said Henry Davis shall fail to pay to the said Ruffin & Mugham the said sum of Twelve hundred Dollars and lawful Interest thereon, on or before the first day of May in May next ensuing, then it shall be lawful for the said J. Fort to advertise the said tract of Land for sale, and after due notice thereof to make sale of the same for cash or on Credit as he may think most advisable; and with the money arising therefrom first to pay to the said Ruffin & Mugham their claim of Twelve hundred Dollars & Interest the expense attending the execution of this trust & then if any surplus to be returned to the said Henry Davis; and for the purpose of authorising the said J. Fort to make sale and conveyance of the aforesaid tract of Land. The said Henry Davis do hereby bargain sell and Confirm unto him his heirs or assigns all right title and claim in fee Simple of and to the same Land and its appurtenances with full powers to make a legal title to the purchaser of the said Land: And Witnesseth In which said Indenture I the said Joshua Fort do hereby Declare that my name was only used in trust for the benefit and in behoof of the said Ruffin & Mugham Merchants &c, Now know ye that I the said Joshua Fort in discharge of the trust reposed in me; on request and by authority of the foregoing Deed of Indenture and conveyance, have agreeable to the true intent thereof advertised and made sale of the said tract of Land and its appurtenances, whereupon John Mugham being the highest bidder became the purchaser; to whom I the said J. Fort have release Surrender and assigns; and by these presents for myself, my heirs Executors agents and assigns release Surrender assign & do over unto the said John Mugham his Executors agents and assigns all the estate Interest rights title use trust and benefit whatever which I the said J. Fort have or may have of in or to the said premises, so that neither I the said J. Fort my Executors agents or any of us at any time hereafter shall, or will ask claim or demand any Interest, use benefit, trust, privilege, or other thing, in any manner whatsoever by reason or means of the said Indenture, but thereof & therefrom all actions suits and demands which I my Executors agents or assigns may have concerning the same shall be utterly excluded, and forever barred by these presents— And Witness whereof I have hereto put my hand and seal the day of

1809

J. Fort Seal