

at the said Jesse Barnett as well in consideration of the promises
 as for the sum of one dollar current money of the United States to him
 in hand paid by the said Jacob Barnes at & before the sealing and
 delivery of these presents the full receipt whereof is hereby acknowledged
 & from every part of which the said Jacob Barnes & all his legal
 representatives and assigns released, exonerated, & discharged, have granted,
 sold, bargained, sold, & do hereby grant, bargain sell unto the said Jacob
 Barnes his heirs & assigns as follows, to wit, one lot of land contain-
 ing twenty three acres, by late survey it being the land formerly
 belonging to Robert James his wife, the said lot of land bounded
 by the land belonging to estate of the said Robert James de. north
 west Jesse, State, South East the said Jesse Barnett, Land whereon
 Thomas lives all of whose lines & land completely surrounded the lot
 or parcel of land containing twenty three acres, To have & to
 hold unto the before described lot of land & all the right, title, interest
 just due unto it, of the said Jesse Barnett of in & to the same to
 him the said Jacob Barnes, his heirs, Exors. & adms. forever, he trust
 covenants & agrees that if the said Jesse Barnett or assigns, Exors. or adms.
 shall well & lawfully pay to the said Jacob Barnett Barnes, his heirs, Exors.
 & adms. or assigns the of one and ten of fifty nine dollars, with
 the interest which shall have accrued thereon from the date
 of this indenture, untill such payment be made, then this in-
 denture & every thing therein contained is to be void & of no effect
 but if the said Jesse Barnett nor one of his heirs, Executors or adms.
 shall nor does not pay the aforesaid sum & the interest accrued as
 aforesaid before or at the time of being thereunto required, the said Jacob
 Barnett shall & may sell by dispose of the before described land at
 public auction for ready money the to be sold at the Piney Grove
 in the aforesaid County, giving at least three weeks public notice
 of the time & place by a advertisement posted up at three or more
 public places within the said County, & all of the money raised
 as aforesaid the said Jacob Barnes or his legal representative shall
 pay the of one and ten of fifty nine dollars, due & owing to the said
 Jacob Barnett Barnes as of debt or so much thereof as then may be due
 to getting with the interest & all have a secured & chosen & assigned
 upon money hereafter remaining in the hand of the said Jacob
 Barnes, is the to be paid over to the said Jesse Barnett, his heirs,
 Exors. or adms. or assigns in & care the before described land or any
 part thereof shall be unsold at the time of the payment of the
 said sum of money & interest, the said Jacob Barnes is to return
 to the said Jesse Barnett all the title, claims hereby transferred
 to him & in & care the said Jacob Barnes shall deliver, before the
 execution of this trust his Executors or administrators are to carry
 this indenture into effect & operation & the said Jesse Barnett
 for himself his heirs, Exors. & administrators, hereby covenant, to
 with the said Jacob Barnes his heirs, Exors. & adms. that the
 aforesaid lot of land, (containing twenty three acres) against the