

His Indenture

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Barnes

made and entered into this 16 day of May in the year of our Lord one thousand eight hundred and twenty by and between Joseph S. Boyner of the County of Southampton of the first part Jacob Barnes of the same County and State of the second part and Bunuel Barnes of the same County and State of the third part whereas the said Joseph S. Boyner stands jointly indebted to the said Bunuel Barnes in the sum of Two hundred forty six dollars and fifty seven cents by bond bearing new date with this indenture, payable on demand the payment of which together with the interest which shall accrue thereon the said Joseph S. Boyner are willing and desirous effectually to settle and satisfy and the said Bunuel Barnes wishes therefore this indenture to witness that the said Joseph S. Boyner as sole consideration of the premises and of the sum of one dollar then and paid by the said Jacob Barnes at and before the making and delivery of these presents the full receipt whereof is hereby acknowledged and from every part of which the said Jacob Barnes (and all his legal representatives are forever released Exonerated and discharged) have granted bargained sold and do hereby grant bargain and sell unto the said Jacob Barnes his heirs and assigns as follows that is to say the said Joseph S. Boyner have granted bargained and sold and do hereby grant bargain and sell unto the said Jacob Barnes his heirs and assigns the land estate which the said Joseph S. Boyner acquired title to by the last will and Testament of Joseph Boyner Deceased the said land lying and being in the aforesaid County of Southampton and bounded by the following named persons Land To wit John Huron Poling & himself John Spencer John Thomas the land formerly Robert Williams and Thomas Sweet containing by estimation one hundred forty five and half acres be the same more or less to have and to hold the said tract or parcel of Land and all and singularly the appurtenances thereto in any manner belonging and all the right title interest and Estate whatsoever of him the said Joseph S. Boyner of in and to the same to him the said Bunuel Barnes his heirs Executors administrators and assigns forever to the only proper use and behoof of him the said Jacob Barnes his heirs Executors administrators and assigns forever in full Trust nevertheless that if the said Joseph S. Boyner his heirs Executors administrators shall sell and truly pay to the said Bunuel Barnes his Executors administrators or assigns the aforesaid sum of Two hundred forty six dollars and fifty seven cents with the interest which shall have accrued thereon on or before the said Bunuel Barnes his heirs Executors or administrators shall or may require the same that then this Indenture and every thing herein contained is to be void and of no effect but if the said Joseph S. Boyner his heirs Executors or administrators shall or does not pay the said sum of Two hundred forty six dollars and fifty seven cents with the interest which shall have accrued thereon on or before the time the said Bunuel Barnes his heirs Executors or administrators may or shall require the same then upon their request in writing in this of the said Bunuel Barnes