

# This Indenture

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Cp  
Cm

made this 2 day of September in the Year of our Lord one thousand eight hundred and fifteen between Nelson Kiley Pope of the County of Southampton of the first part Ethelard Edmunds of the County aforesaid of the second part and Benjamin Cobb of the County aforesaid of the third part Witnesseth that whereas the said Nelson Pope stands justly indebted to the said Ethelard Edmunds by writing obligatory under his hand and seal bearing date 1<sup>st</sup> day of September in the sum of five hundred and six dollars - and payable on the 3<sup>rd</sup> day of September 1815 with interest thereon till paid and whereas for the further assurance and securing the payment of this sum aforesaid it is agreed by the said Nelson Pope and Ethelard Edmunds that a conveyance in trust shall be made to the said Benjamin Cobb for the benefit of the said Ethelard Edmunds in case the said writing obligatory should not be punctually paid with interest when due that this indenture therefore - Witnesseth that the said Nelson Pope for and in consideration of the sum of one dollar to him paid the receipt whereof is hereby acknowledged that he grants bargains and sold alien released and confirms and by these presents doth for himself his heirs Executors and administrators grant bargain and sell make over and confirm unto the said Ethelard Edmunds and to his heirs Executors administrators and assigns one certain tract of land and parcel of Land situate lying and being in the County of Southampton called and known by the name of Pope Land and containing by estimation one hundred and fifty acres the same more or less bounded as follows to wit Beginning at a Gum in the road Branch in Benjamin Cobb's line, thence along 10 rods line to a pine stump thence along the said line to a pine tree off the said line thence along the said line to a pine tree in the long Branch and down the long Branch to the beginning, To have and to hold the said Plantation Tract of Land to the said Ethelard Edmunds with the appurtenances unto him the aforesaid Ethelard Edmunds his heirs and assigns. In trust nevertheless and upon this express provision that if the said Nelson Pope his heirs Executors or administrators shall punctually pay or cause to be paid to the said Ethelard Edmunds or to his heirs Executors administrators or assigns the aforesaid sum of five hundred and six dollars and interest agreeable to the tenor of the said writing obligatory then the said Benjamin Cobb shall execute proper and legal releases for the property hereby conveyed but it is agreed by the parties hereto that it is declared to be the true intent and meaning of the parties to these presents and the said Benjamin Cobb covenants and agrees with the other