

It is agreed by the parties hereto that a conveyance in trust shall be made to the said Joseph Tritton for the benefit of the said James Scott, in case the sum on the said bond shall not be punctually paid with lawful interest thereon on or before the first day of July next. The said James Scott doth hereby acknowledge that the said Samuel Soyner for and in consideration of the premises and for the further sum of One dollar to him in hand paid the said Joseph Tritton doth for himself his heirs Executors and administrators give and sell unto the said Joseph Tritton his heirs and assigns all that plantation meadow tract and parcel of land wherein the said Samuel Soyner now lives containing by estimation One hundred and fifty acres be the same more or less, by the known and reputed bounds thereof and also all the buildings wood waters advantages and appurtenances to the same in any wise belonging and the reversions remainders rents issues and profits thereof and all the estate right and title of him the said Samuel Soyner of in and to the same To Have and to hold the above granted and bargained premises with every of the appurtenances unto the said Joseph Tritton his heirs and assigns interest power and it is hereby declared to be the intent and meaning of these presents that if the said Samuel Soyner shall punctually pay to the said James Scott his heirs or assigns the said sum of Two Hundred and Sixty five Dollars and interest agreeable to the tenor of the said bonds to the said James Scott then the said Joseph Tritton his heirs and assigns shall hold the said tracts of land above granted to the said and purchased and behoof of the said Samuel Soyner and the said Joseph Tritton covenants and agrees with the parties hereto that in case the said Samuel Soyner his heirs Executors and administrators shall fail to make payment to the said James Scott his heirs and assigns on or before the first day of July next the sum due on the bond aforesaid that then the said Joseph Tritton his heirs and assigns shall stand seized of the above granted and bargained premises for the purposes following that is to say that all the right of the said James Scott his heirs or assigns in the said Joseph Tritton his heirs Executors administrators and assigns or either of them shall give twenty days notice and sell at public sale the above mentioned tract of land and shall pay the money arising therefrom to the said James Scott his heirs or assigns as far forth as shall then be due and after satisfying the said bond interest and all the expenses remaining or arising from the said notice and sale shall pay the surplus money to the said Samuel Soyner or his heirs assigns. In witness whereof the parties have hereunto set their hands