

power or manus and terms following that is to say the said James Jones his heirs  
 Executors administrators the aforesaid tract of land and premises with their  
 appurtenances unto the said James D. Mapulding his heirs Executors administrators  
 against all persons whatsoever shall and will warrant and forever defend  
 by these presents upon trust notwithstanding that the said James D. Mapulding  
 his heirs Executors and administrators shall permit the said James Jones  
 to remain in quiet and peaceable possession of the said tract of land and  
 premises with appurtenances and to take the profits thereof to his own uses  
 until default be made in failing to pay over all or any of said sums when  
 as the whole or in part at the said instalments General Thirteenth by virtue of a  
 discretionary power given to terminate the said Contract before the end of the  
 four years for which the Contract was originally entered into by reason of  
 which termination all or any of the said quarterly payments shall not become  
 due and of consequential costs he made thereon failure of the said James Jones  
 to make good to the said James Jones all of said payments as though he  
 had received the same so as to make up the total sum of Eight hundred  
 and fifty dollars then upon this further trust that the said James D. Mapulding  
 and his heirs Executors administrators or assigns shall and will do soon after  
 the happening of such default of payment or after such termination of the  
 Contract of the said instalments General having any part of the said Eight hundred  
 and fifty dollars unpaid as to his heirs Executors or administrators or assigns  
 may think proper or the said James Jones having his heirs Executors or administrators  
 shall request sell the said tract of land and premises with their appurtenances  
 or such part of the premises as the said James D. Mapulding or his representatives  
 may think sufficient for the purpose to the highest bidder for ready money at publick  
 Auction after having fixed the time and place of sale at their convenience and  
 given twenty days notice thereof by advertisement to be set up at the Court-house  
 door or some Court day preceding to the day of sale and also at least three other  
 conspicuous places in the County. And out of the money arising from the sale  
 shall after satisfying the charges thereon and all the expenses attending the  
 premises pay to the said James Jones his Executors administrators or assigns  
 such sum or sums of money for which default may have been made with  
 such loss of profit as the same from the time such payment should have been  
 made and of the whole of the payment should not be yet due and any balance  
 shall remain in the hands of the trustee after paying up the amount in default  
 he shall retain the same to receive any subsequent default and of the whole payment  
 he due and paid over by the said trustee any balances in his hands shall be  
 paid to the said James Jones his heirs Executors administrators or assigns  
 But if the whole of the said sum making Eight hundred and fifty dollars  
 shall be fully paid and discharged unto the said James Jones his heirs  
 or assigns as they may respectively become due to that no default of payment  
 be made. Where this indenture to be valid or else to remain in full  
 force