

9
 and transferred above written signed sealed and delivered in
 presence of William Stoddard
 John J. Fluke
 James M. Shipps
 Mary ^{Levy} Parson ⁱⁿ Pres

10
 Southampton County in In the clerk's office the 16th day of June 1828
 This indenture was presented by the oaths of William Stoddard John Fluke and
 James Shipps the undersigned trusts and acknowledged to be made and a Court held for the
 aforesaid County of Southampton on the 21st day of May 1828. This indenture is aforesaid
 was intended to pass the proceedings of the jury. *Attest James P. Schell*

Day 1st
 23rd June 1828
 This indenture made this 16th day of October eighteen hundred and
 twenty between Davy Day of the first part Samuel White of the second part
 Esq. of Bangor and William Stoddard Esq. of the third part Witnesseth
 that for and in consideration of the sum of ten hundred dollars cash money
 of Virginia the said Davy Day having partly indebted to the said Samuel
 White for many acres of land as specified by last Will and testament of
 said Whitefield and the above sum to be discharged as follows forty dollars
 annually on the twentieth day of December sufficiently to the whole sum
 aforesaid he paid and fully discharged It is agreed between the said
 Davy Day and Samuel White that a mortgage in bond in trust
 shall be made unto the said Samuel Barnes for the benefit of the said
 Samuel White on all the aforesaid sum of money he not paid and
 fully discharged as above specified by the said Davy Day after
 being demanded Now this Chamberlain Witnesseth that the said Davy
 in consideration of the premises aforesaid hath granted and bargained
 and by these presents doth grant bargain make sell and deliver unto
 the said Samuel Barnes all his tract of land containing of forty acres
 in the same town or lot to have and enjoy to the said Samuel Barnes
 he his heirs &c. in trust nevertheless and upon his express condition that if
 the said Davy his heirs &c. shall pay and fully discharge the above
 said of two hundred dollars aforesaid in the five annual payments
 unto and this without cost then to the said White his heirs &c. the said
 indenture shall come to nothing and be void But it is covenanted and agreed
 between the parties aforesaid and it is hereby declared to be the intent of these
 presents and the said Davy agrees that in case he his heirs &c. shall
 fail to pay the sum as aforesaid that then the said Barnes the trustee
 aforesaid if required as to do by the said White shall sell at public
 sale for ready money by giving ten days previous notice at some
 public place the aforesaid tract or parcel of land, and pay the said
 White or his legal representatives the aforesaid sum of money, and the
 surplus if any, pay into the hands of the said Davy his heirs &c.