

This Indenture made the eight day of August in the year of our Lord one thousand eight hundred and twenty one between Henry of the County of Southampton of the one part and Anthony Woodard of the County of Southampton of the second part and Charles Kirby of the County of Southampton of the third part Witnesseth that whereas the said Henry Barnes stands justly indebted to the said Anthony Woodard and they being his security to the fourth coming or delivery of Bonds one in favour of Henry Smith and Absalom Smith agree to and 53 cents the other in favour of William Parker agree to seven and 11 cents dated 4th of August one thousand eight hundred and twenty one and payable the eighteenth day of September and thousand eight hundred and twenty one and whereas for the further assurance and securing the payment of the sum aforesaid it is agreed by the said Henry Barnes and Anthony Woodard that a conveyance in trust shall be made to the said Charles Kirby for the benefit of the said Anthony Woodard in case the said mortgagor obligors should not be punctually paid with interest when due & Now this Indenture therefore Witnesseth that the said Henry Barnes for and in consideration of the promise aforesaid and for the further consideration of the sum of one dollar to him paid the receipt is hereby acknowledged both grants bargain and sale alien released and confirmed and by these presents both for himself his heirs executors and administrators grant bargain and sell alien make over and confirm unto the said Charles Kirby and to his heirs executors and administrators one certain negro woman Edith and her child James also and her and unto him the aforesaid Charles Kirby his heirs and assigns forever nevertheless and upon the express provision that if the said Henry Barnes his heirs executors or administrators shall punctually pay or cause to be paid unto the said Anthony Woodard or to his heirs executors or assigns the aforesaid sum of three hundred and twenty one Dollars and sixty four cents and centes agreeable to the terms of the Bonds aforesaid then the said Charles Kirby shall execute proper and legal releases for the property hereby conveyed but it is agreed that by the parties and it is declared to be the true intent and meaning of the parties to these presents and the said Charles Kirby covenants and agrees with the other parties hereto that in case the said Henry Barnes his heirs executors and administrators shall fail to make payment of the debt and interest aforesaid when due agreeable to the tenor of the mortgagor obligors aforesaid that then the said Charles Kirby his heirs executors or assigns shall at the request of the said Anthony

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