

148  
Beal  
to  
Edwards

This Indenture made this Eighteenth day of August in the year of our  
Sords one thousand Eight hundred and twenty three between Jacob Beal of one  
amptown Conn of the first part Jordan Edwards of the second part and Schabers Johnson  
of the third part witnesseth that whereas the said Jacob Beal stands indebted unto  
to the said Jordan Edwards in one note duly executed bearing date the 15th day of  
August 1823 for the sum of thirty dollars and forty three cents and whereas the  
said Jacob Beal is willing and he desires to indemnify and save harmless the said Jordan Edwards  
to secure the above mentioned debt due to him by Conveying or trust for that purpose the  
property hereinafter mentioned Now therefore the said Jacob Beal for and in  
consideration of the promises aforesaid as also for the further consideration of one dollar to him  
we have paid by the said Schabers Johnson at or before the making and delivery of these  
in witness whereof the said Jacob Beal hath granted bargained bargained sold devised and confirmed  
and by these presents for himself his heirs Executors and administrators doth grant bargain  
sell alien and confirm unto him the said Schabers Johnson and to his heirs and assigns the  
lot piece or tract of land whereon the said Jacob Beal now lives or containing thereby  
more or less bounded by the land of the said Jordan Edwards and containing thereby  
Beadley Bryant together with all and singular the appurtenances profits and emoluments  
to the same in any manner belonging and also the following property to wit one dry mare  
all the Stock of Cattle and hogs now owned and possessed by the said Jacob Beal with three  
in cases during the time they may remain subject to this present trust and also all the household  
goods and kitchen furniture and plantation utensils his Carpenters tools of all kinds with  
the crop of all and every kind raised or to be raised on the said land and plantation hereby con-  
veyed and also all and every kind and species of property whatever now owned or possessed by  
him the said Jacob Beal To have and to hold the said Land and appurtenances with  
the personal property aforesaid to him the said Schabers Johnson his heirs & assigns  
upon the following that is to say that if the said Jacob Beal shall be neglect or fail to discharge  
the above mentioned debt due to Jordan Edwards in his individual capacity that the said Jordan Edwards  
may have cause to apprehend danger of losing the debt by further delay that when such default  
or delay shall be the duty of the said Schabers Johnson immediately on his being thereof required  
by the said Jordan Edwards his Executor administrator or assigns after he shall have given  
at least thirty days notice by advertisement written and posted up at four or five of the most public  
places in the County and vicinity of the premises of the time and place of sale for ready money  
to sell at Public sale for ready money to the highest bidder such and so much of the property  
hereby conveyed as shall be found sufficient to pay and discharge the expenses of the present  
Trust and of carrying the same into execution and also the debt above mentioned and all of the things  
so to raise for the said Schabers Johnson shall pay full the expense incident to the present Trust  
and then the debt aforesaid with the growing interest and if in the event of sales less than the value of the  
property hereby conveyed shall be found sufficient for the purpose of this Trust the Remainder shall be  
drawn and given up to him the said Jacob Beal or to his heirs or assigns or if after paying the debt  
Expenses and all aforesaid with the interest of said debt any surplus money shall remain in the  
hands of the said Schabers Johnson on the same shall be paid over to the said Jacob Beal or his assigns  
and the said Jacob Beal doth hereby his heirs Executors assigns Covenant and agree to and with the said  
Jordan Edwards his heirs Executors assigns that he the said Jacob Beal will and truly pay and satisfy the debt  
hereby secured with the growing interest without further trouble or expense to him the said Jordan Edwards  
and to the said Jordan Edwards Covenant and agree to and with the said Jacob Beal his heirs Executors assigns  
that he and they shall and may peaceably truly occupy the said Land and property hereby conveyed & truly receive  
and enjoy the rents and profits thereof without any delay or refusal of payment or aforesaid it shall be  
the duty of him the said Jordan Edwards or his assigns to take on the said Schabers  
Johnson to sell as aforesaid and in the said Schabers Johnson Covenant and agree to and with the said  
Jordan Edwards and Jacob Beal that he the said Schabers Johnson will well and truly  
truly perform the Trust hereby imposed on him in witness whereof they said Jacob Beal  
Jordan Edwards and Schabers Johnson have hereunto set their hands and affixed their