

Merchant
to
Wm. Mifflin

This Indenture made and entered into this 25th day of February 1826 in and between John Merchant of New London Recorder County State of Maryland of the first part and James Edwards of Southampton County Virginia of the second part and James Simon Mifflin of the same County and State of the third part Wethersfield that whereas the said John Merchant stands pretty indebted unto the said Caleb Edwards in the sum of his hundred dollars and fifty dollars money by bond bearing date with these presents made payable the 1st day of October 1825. Know that the said John Merchant being desirous to indemnify the payment of the above mentioned debt but more especially for the sum of one dollar in hand paid by James Mifflin before the making and delivery of these presents he receipted therefor a bond executed by him the said John Merchant which grantees bargained and sold to him the said Caleb Edwards one hundred and four dollars in the aforesaid County at Colds Cliffs Ferry with all its parts thereof to have and to hold to him the said Simon Mifflin his heirs and assigns forever upon the following trust. By the said the said Caleb Edwards shall have to pay the above debt or before the time to come it shall be demanded for him the said Simon Mifflin so soon as required in writing from under the hand of him the said Caleb Edwards to let up and sell for cash after giving at least twenty days notice by advertisement and out of the money so raised pay the above debt and all costs pertaining to the trust and the surplus to pay over to him the said John Merchant and his heirs or assigns as money on hands and due the day and date above written.

The Merchant
J. Mifflin Esq.

Test.

Suffolk County

In the Clerks Office the 25th February 1826 This Indenture made and entered into by John Merchant and J. Mifflin parties hereto and admitted to write and seal a Court held for the open County of Suffolk on the 16 March 1826. This Indenture as follows was entered upon the proceedings of the day

To the Second Recd Feb 25th

Merchant
to
Wm. Mifflin

This Indenture made and entered into this 25 day of February in the year of our Lord Christ 1826. In and between John Merchant of New London County State of Maryland of the first part and Simon Mifflin of Southampton County Virginia of the second part and James D. Mifflin of the same County and State of the third part Wethersfield that whereas the said John Merchant stands pretty indebted unto the said Simon Mifflin in the sum of his hundred and fifty dollars and fifty dollars money of Virginia and made payable as follows on hundred and fifty dollars the first day of May next then hundred and fifty the 25th day of December next and on hundred and fifty the first day of September 1825 all of which shall appear by bonds bearing equal date with these presents and made payable at above mentioned date if any part or all of them is not punctually paid at the aforesaid date they are all to stand interest from the day of their execution. Item for the payment of the above mentioned sum but more especially for the sum of one dollar to him the said John Merchant in hand paid by him the said John Merchant before the making and delivery of these presents he receipted therefor a bond acknowledged hundred dollars to the said John Merchant both on his hand and to him the said John Merchant and his heirs and assigns and to him the said James D. Mifflin bearing his hand and signature upon an account book or part of said bond bearing and being in the aforesaid County aforesaid attorney his and known by the name of Tuesday J. Malone and the Bonds of William Clegg and Attorney R. H. Richard Stevens hand and being the lands which he the said John Merchant purchased of Caleb Edwards which said lands bear equal date with these presents the said hand or part of said bond doth to him the said Simon D. Mifflin and his heirs and assigns free from the claim or claims of him the said John Merchant his heirs and all and every person or persons whatsoever do and will warrant and defend the title to him the said James D. Mifflin bearing his hand and signature upon the following trust day of the said John Merchant his heirs and assigns shall fail to pay and discharge the before mentioned sum and bond it or before the limited time in that event of shall be lawful and right for him the said James D. Mifflin to sue an account in writing from under the hand of him the said James D. Mifflin Simon Mifflin his heirs and assigns to let up and sell the above mentioned lands for ready Money after giving twenty days notice by advertisement to be set