

against whom only he can sue and defend and the said Benjamin Morrell and Nancy his wife
forbundeth against all and every other person and persons whatsoever shall and will warrant & forever
defend by them presents In witness whereof the said Thomas Barnes Benjamin Morrell & Nancy
his wife have hereunto set their hands and affixed their seals the day and year first above
written signed sealed & delivered in presence of
John H. Stiles and George W. Pease.

James Murdough

Richard H. Sandford

Southampton County

Rich^r Morrell

Mr. Clements Rochelle & Lawrence Cook parties of the peace in

and for the County aforesaid do hereby certify that Nancy Morrell wife of Benjamin
Morrell parties to a certain deed bearing date on the 6th day of November 1826 and hereto annexed
personally appeared before us in our County aforesaid and being examined by us hereby doth
swear upon her honor and having the said document fully explained to her she doth say that
Nancy Morrell acknowledged the same to be her act and deed and that she hath
willingly signed sealed and delivered the same and that she wishes not to retract it
by virtue under my hand & Seals this 13th November 1826

Thomas Barnes Esq^r

Benj^m Morrell Esq^r

Nancy Morrell Esq^r

Clemente Rochelle Esq^r

Lawrence Cook Esq^r

Southampton County In the County aforesaid the 13th February 1827 This Indenture
was acknowledged by Thomas Barnes and Benjamin Morrell and together with a Certificate
thereon endorsed certifying the acknowledgement and full examination of Nancy Morrell wife
of the said Benjamin Morrell parties hests and committed to record And also Court held
for the aforesaid County of Southampton on the 19th July 1827 This Indenture & certificate
as aforesaid were entered upon the proceeding of the day

Tssto James Rochelle Lab

Bradshaw

to
Elbert Bradshaw debtor of the first part and Jeptha Dick trustee of the second part and James Upper Cuditor
of the third part Whereas the said Elbert Bradshaw is justly indebted unto the said James Upper
in the sum of one hundred and twenty dollars due by note for a certain tract of land which the said
E Bradshaw purchased of the said James Upper to be paid at six payments to wit say Twenty
dollars to be paid on the 25th day of December 1827 Twenty dollars on the 25th December 1828 so &
so forth until the whole be paid which the last twenty shall be paid on the 25th Decr 1832
bearing date this 4th January 1827 which debt with the legal interest thereon the said Elbert
Bradshaw is willing and desirous to secure to you this Indenture witnesseth that and for
consideration of the premises and also for the further Consideration of the sum of one dollar
to the said Elbert Bradshaw in hand paid by the said Jeptha Dick at and before the making
and delivery of these presents the receipt whereof is hereby acknowledged by the said Elbert
Bradshaw which given granted bargained sold alured released and Enfristed to the said Jeptha
Dick his heirs and assigns for ever the aboves tract of Land to have and to hold the aforesaid
tract of land hereby conveyed unto the said Jeptha Dick his heirs Exors adms. &c agm. forever
and the said Elbert Bradshaw for himself his heirs Exors adms. &c. hereby
covenant promises and agrees to and with the said Jeptha Dick his heirs Exors adms. forever that is
to say that the said Elbert Bradshaw has heirs Exors adms. and agrees to the aforesaid Land
hereby conveyed unto the said Jeptha Dick his heirs Exors adms. and agm. against all
persons whatsoever shall and will warrant and defend by them presentes upon him
notwithstanding that the said Jeptha Dick his heirs Exors adms. &c. shall permit the said
Elbert Bradshaw to remain in full possession of the said tract of Land having Conveyed
and take the profits to his own proper account default be made and the payments
not punctually paid up then if the said Upper think proper to order the trustee to
recover part or pieces of the aforesaid tract of Land for the true payment and then
pay unto the said James Upper the money which this Indenture claims for him