

wherein he shall conceive himself to be in danger of suffering damage on account of his
sundry things aforesaid to request the said William L Everett to make sale of the land
aforesaid or either or so much thereof as shall be sufficient and the said William L Everett
being requested so to do shall after giving reasonable public notice of the time & place of sale
proceed to sell at public auction to the highest bidder the property aforesaid and out of the pro-
ceeds in the first place to pay and satisfy all cost and expenses attending the sale and then con-
veyance in the second place pay unto the said Alexander P Peck all such sum or sums of money
as he may have been compelled to pay or is likely to be compelled to pay in consequence of his
being security for the said Benjamin Harrison as aforesaid and out of the surplus pay
to the said Robert T Muesgrave the debt due him as aforesaid with the interest which may
have accrued thereon and the balance if any pay to the said Benjamin Harrison But if
the said Alexander P Peck shall be discharged from his security ship or the debt for which he is
security shall be paid off by the said Harrison leaving due and unpaid the debt due the said
Robert T Muesgrave then the said William L Everett his Executors or assigns being requested
so to do by the said Robert T Muesgrave shall after giving notice as above directed proceed to
sell the aforesaid property or so much as may be sufficient for that purpose and after paying
the expenses of the sale and this conveyance pay and satisfy the said Muesgrave his debt
with the interest due thereon and the balance pay to the said Benjamin Harrison or
his legal representative And the said Benjamin Harrison doth hereby covenant with
the said William L Everett that he is possessor of an Estate of fee simple in the property
aforesaid In Testimony whereof the parties have hereunto set their hands & affixed their
seals this day & year first aforesaid

Signia Sealed & delivered

in presence of

C. H. Butler

Chas. Mack & Co. Signer

Sinclair's Journal

Sharrach & Pritchard

Benj^o Harrison

Wm L Everett

L. P. ...

Southampton County In the Clerk's Office the 6th Apr -

^{mark} Sinclair & ^{his} Sonny } 1827 This Indenture was proved by the Oaths of E. A. Butler
Shamash & Sinclair Sonny & attested thereto as to Benjamin Harrison and the said
Indenture was ack^d by Wm L. Everett & Alexander Pease and admitted to record
and at a Court held for the said County the 15th day of Oct. 1827 the said Indenture
was recorded the proceedings of the day

Wm. James Rochelle & Co

This Indenture made & entered into this 15th September 1827 between John Hines of the first part & W Brodman of the second part and Benjamin Griffin of the third part. Witnesseth that the said John Hines for & in consideration of the sum of three hundred and forty dollars & twenty one cents with interest thereon from the third July 1827 due by bond bearing date with these presents the payment whereof is intended to be secured hereby as well as for the further consideration of one dollar to him ~~the said~~ John Hines in hand paid by the said W Brodman hath given granted bargained & sold and by these presents doth give grant bargain and sell transfer and convey unto the said W Brodman one tract of land in the county of Southampton the same on which the said John Hines now resides containing by estimation 98 acres more or less also one negro woman Beck & their issue & the future increase of the said Beck & theirs and to hold the said land and negroes to him & his heirs forever upon trust however as hereafter stipulated & agreed VIZ. The said W Brodman hereby covenants & agrees that he will at any time upon the written application of the said Ben^y Griffin after giving ten days notice of the time and place of sale sell to the highest bidder for cash the said land and negroes or such or so much as may be necessary to effect the purposes herein mentioned VIZ that he will after paying the costs hereof pay to the said Ben^y Griffin the amount of principal and interest due on the bond aforesaid & the balance of any mony due to the said John Hines and it is further agreed among the parties