

Tract or parcel of Land, situate by lying and being in the County of Southampton containing by a late survey Four hundred and twenty nine acres, and bounded as in the deed executed by the said Middleton to the said Benjamin C. Waller bearing date the 17th day of November 1828 is fully set forth and described and is known in the place of a certain Tract of Land of which this is a part as Lot 1111. To have and to hold all the said Land and premises with the appurtenances thereto belonging to the said Middleton his heirs and assigns forever. Nevertheless and upon this Express Condition that if the said Benjamin C. Waller his heirs and assigns shall neglect or refuse or fail to pay or cause to be paid unto the said John Middleton as and aforesaid or his heirs or assigns the after said sum of Eleven hundred and thirty six dollars & 84/100 in the several proportions and at the respective times specified for the payment of the same as before mentioned and directed to be paid such interest as may then accrue thereon as well as all reasonable charges for services done at or on sign the same then it shall be lawful as it is hereby declared to be the true intent and meaning of the parties that on that event it shall be lawful for the said John Middleton his heirs Executors or administrators who is then required to apply advertising the same at least seventy days at the Court House door to sell the aforesaid Lot 1111 or parcel of Land containing Four hundred and twenty nine acres or so much thereof as will be sufficient on the premises for cash to the highest bidder and out of the proceeds of the said sale first pay and discharge the debt interest and cost which may then be due and owing the said John Middleton for as and aforesaid which may then be due from the bond first payable and due from the said Benjamin C. Waller for which a acquittance shall be given by the said Middleton or his legal representatives And it is further more agreed between the parties that the said Middleton is and it shall be lawful for him to proceed in the same manner as respects the second bond executed and payable in the same manner as aforesaid when the same shall have become ^{due} payable then should the said Benjamin C. Waller make default in the prompt payment of the same But should the same be punctually paid with all legal costs in aid thereof according to the purport meaning and intention of these presents then it shall be lawful and the said Middleton is hereby required to make release give a acquittance and discharge for the same In Witness whereof the parties have hereunto set their hands and affixed their seals the day and year first written

Signed sealed and delivered
in presence of
John Thomas

Benj C Waller
Middleton

Southampton County In the Clerk's office the 17th of November 1828 This Indenture was acknowledged by Benjamin C. Waller and John Middleton the parties thereto and was to record And at a Court held for the County aforesaid the 18th of November 1828 The said Indenture and Certificate were entered upon the proceedings of the day
Teste James Rochelle Clk

Witness
To
Middleton John
Delivered to
Middleton
Nov: 20/1830.
This Indenture made the 17th day of November in the year of our Lord one thousand eight hundred and twenty eight Between Horace Bates of the County of Southampton of the one part and John Middleton of the County of Southampton of the other part. It was the said Bates who was then and is now indebted to the said John Middleton as administrator of the estate of Benjamin C. Waller by two several bonds amounting in the whole to the sum of one thousand and seventy two dollars and fifty cents and is desirous to secure and pay the same at the several times and in the manner therein mentioned that is to say one Bond for the sum of five hundred and thirty six dollars & 84/100 which will become due and owing from the said Horace Bates to the said Middleton as and aforesaid the 17th of November 1829 and one other bond for the sum of five hundred and thirty six dollars and 84/100 payable on the 17th of November 1830 with the interest accruing on said Bonds from this date if not punctually paid on the day the same shall become or demand as the express terms of this Indenture therefore it is agreed that the said Horace Bates as well for and in consideration of the premises aforesaid and the