

consideration of the sum of one dollar to him in hand paid by the said Middleton before the sealing and delivery hereof the receipt whereof the said Honell Reese doth hereby acknowledge and thereof doth severally acquit and discharge the said Middleton his heirs Executors and Adms. shall grant bargain and sell and by these presents do grant bargain and sell unto the said Arthur Middleton and to his heirs and assigns forever one certain tract or parcel of Land situated lying and being in the County of Southampton be more particularly the 17th day of Nov. 1828 as being set forth and described and is therein the plat of a certain tract of Land of which this is part as Lot No 2 To have and to hold all the said Land and premises with the appurtenances thereunto belonging to the said Middleton his heirs Executors and Administrators upon Trust Nevertheless and upon this express condition that if the said Honell Reese his heirs Executors or Administrators shall neglect refuse or fail to pay or cause to be paid unto the said Arthur Middleton as aforesaid or his Executors or Adms. the aforesaid sum of One hundred and seventy two dollars and fifty cents in the several proportions and at the respective times specified for the payment of the same as before mentioned and directed together with such interest as may have accrued thereon as well as all reasonable charges for services done attending the same then it shall be lawful and it is hereby declared to be the true intent and meaning of the parties that in that event it shall be lawful for the said Arthur Middleton his heirs Executors or Administrators who is hereby required after obtaining the same at least twenty days at the Court House door of this County to sell the aforesaid Lot parcel or parcel of Land containing from hundred and twenty five 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 said interest and costs which may then be due and owing the said Arthur Middleton and as aforesaid which may appear from the books first payable and due from the said Honell Reese for which acquittances shall be given by the said Middleton or his legal representatives And it is furthermore agreed between the parties that the said Middleton is authorized and it shall be lawful for him to proceed in this same manner as respects the second Bond executed and payable as aforesaid when the same shall have become due and payable that is should the said Honell Reese make default in the prompt payment of the same but should the same be punctually paid with all interest and costs in full and due 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 acquittances and discharge of the same WITNESSES whereof the parties have hereunto set their hand and affixed their seals the day and year first written

Signed sealed and delivered
in the presence of
Jno W Thomas

Honell Reese (Seal)
Arthur Middleton (Seal)

Southern County In the Clerk's Office the 17th November 1828
This Indenture was acknowledged by Honell Reese and Arthur Middleton the parties thereto and admitted to record And at a Court held for the County aforesaid the 19th December 1828 the said Indenture was entered upon the proceedings of the day
{Declarator, Jas Rochelle b. b.
James Lane Jr}