

179

Am. 1891

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Quincy, Ind.

Mania & delirium

To Lieut J. P. ...

The 3rd day of

This Indenture made and entered into this 7 day of May 1829 between James S. Swome of the first part and Samuel Drury of the second part and Alexander P. Tete of the third part all of the County of Southampton or hereas the said James S. Swome is indebted to the said Alexander P. Tete in the just sum of two hundred and seventy nine dollars by Bond payable the 7 day of May 1829 and he the said James S. Swome is also indebted to Richard Barron in the just sum of three hundred and eighty seven dollars and twenty cents bearing date on the 7 day of May 1829 and he the said A. P. Tete is security to the said Bond due Richard Barron as aforesaid and he the said James S. Swome is desirous effectually to secure the payment of the said debt due the said Tete and also to secure and save harmless him the said Tete as security for the said James S. Swome in the sum of three hundred and eighty seven dollars due said Barron. This Indenture therefore witnesseth that for and in consideration of the premises and of the sum of one dollar to him in hand paid by the said Samuel Drury the receipt whereof is hereby acknowledged by the said James S. Swome that granted bargain sold and conveyed and by these presents do grant bargain sell and convey unto the said Samuel Drury his heirs and assigns that certain tract or parcel of Land situate in the County aforesaid conveyed to him the said James S. Swome by the said Barron containing two hundred acres be the same more or less and bounded by the lands of James C. Teters John Myrick and others with the appurtenances to him the said Samuel Drury his heirs and assigns forever upon trust nevertheless that the said Samuel Drury upon being thereto required by the said A. P. Tete or his assigns as the said sum of money due the said Richard Barron may become due on the said Bond in which the said A. P. Tete is security as aforesaid or so much thereof as may be required to pay the Bond due to him the said A. P. Tete from him the said James S. Swome and upon either said (not being) paid when the same may become due from the said James S. Swome and in proof of the said Samuel Drury shall proceed to sell the said tract of land with the appurtenances or so much of the same as may be sufficient to pay the debt due the said Richard Barron and also the debt due A. P. Tete together with all the interest and costs legacy accruing thereon after duly advertising the time and place of such sale for ten days at some public place in the County aforesaid the said tract of land for cash and out of the proceeds of such sale pay the said debts with the interest thereon or such part as shall become due to the said Tete unto him the said Richard Barron or show assigns and the surplus if any pay to the said James S. Swome or his heirs and the said James S. Swome for himself and his heirs the right and title to the said land with the appurtenances unto the said Samuel Drury his heirs and assigns forever (to have) warrant and well defend against the claim or claims of all persons whatsoever and the said Samuel Drury covenants that he will well and faithfully execute the trust hereby Confided to him and the said Tete warrants that he will release the said land from this incumbrance upon the payment of the said debts due from the said Barron and Tete aforesaid as the same shall become due to him the said Richard Barron. In testimony whereof the parties have hereunto set their hands and affixed their seals the day and year first above written

Signed Seal'd and acknowledged

in presence of, interlined before signed.

John Fort. In testimony coming in the Clerk's office the 21st September 1829
John Hunt. This Indenture was acknowledged by Samuel Gregory one of the parties
W. Clements. and having been acknowledged in the Clerk's office the 7th of August
1829 by James Skewson also a party, the same is admitted to record and at a
Court held for the County aforesaid the 21st day of September 1829 the said Indenture
was entered upon the proceedings of the day

Jas James Roche Esq

James Hudson Esq

Jam. C. Drury

For James Keckler Esq