

5/11

Wm. H. Ellington
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Dwight & West

This Indenture made the 26th day of February in the year of our Lord One thousand eight hundred and thirty one between John R. Ellington, debtor of the first part, James Clapier, trustee of the second part and Patery Drury, Creditor of the third part, Whereas the said John R. Ellington is greatly indebted to the said Patery Drury in the sum of thirty dollars, due by said Debtor bearing date with these presents with the legal interest thereon, which the said John R. Ellington is willing and desirous to decline etch^d this Indenture witnesseth that for and in consideration of the premises and for the further consideration of the sum of one dollar to the said John R. Ellington on hand paid by the said James Clapier at or before the concluding and delivery of these presents the trustee whereof is hereby acknowledged by the said John R. Ellington hath given granted bargained and sold and by these presents do give grant, bargain and sell unto the said James Clapier his heirs and assigns for ever the following property to wit two feather Bass steeds, furniture there to be a two chest two trunks one safe one small box of drawers one looking glass seven chairs and one cart and wheels with all and singular the right title interest claim or demand to the above named property to have and to hold the said hereby granted property unto the said James Clapier his heirs and administrators and assigns forever and the said John R. Ellington for himself his heirs executors etc do hereby covenant to and with the said James Clapier his heirs executors etc in manner and form following that is to say that the said John R. Ellington his heirs etc the aforesaid property hereby convey'd unto the said James Clapier his heirs executors and assigns against all persons whatsoever shall and will warrant and forever defend by these presents upon trust nevertheless that the said James Clapier his heirs executors etc shall permit the said John R. Ellington to remain in quiet and peaceable possession of the above named property hereby conveyed and take the profits thereof to his own use until default be made in the payment of the said sum of Thirty dollars either in whole or in part and the respective further trust that the said James Clapier his heirs executors administrators or assigns shall and will so soon after the happening of such default as he may think proper or the said Patery Drury his heirs executors or assigns may request sell to the aforesaid property or so much thereof as may be sufficient for the purpose and think proper to sell to the highest bidder for ready money at public auction after advertising the same at least ten days previous to the day of sale at the courthouse of the County of Southampton on some Court day previous to the day of sale and out of the monies arising from such sale first pay all charges attending the premises pay to the said Patery Drury his heirs etc the aforesaid sum of thirty dollars with the legal interest thereon and the balance if any pay to the said John R. Ellington or his representative but if the whole of the above named debt and interest shall be fully paid off when the same is due then the trustee to be freed or else to remain in full force and duration in 1031 except hereof the parties to these presents to have herunto set their hands and seals the day and year first above written

Signed sealed and delivered
in the presence of
Benj. Mifflin

I do this Crocker

Richard Jenkins Southampton County In the Clerk's Office the 6th day of March 1831 This Indenture was proved by the oath of Benjamin Griffin Taylor
Crocker & Richard Jenkins the 27th day of March 1831 The said Indenture
held for the County aforesaid the 27th day of March 1831 The said Indenture
was entered upon the proceeding of the day Teste James McChesney etc

John R. Ellington *(Signature)*
James Clapier *(Signature)*
Patery Drury *(Signature)*