

Nicholson one of them on demand the 25th day of December 1833 and also on demand the 25th day of December 1834 and the third on demand the 25th day of December 1835 and the said James W. Beale being and desiring to give the said Edwards Beale & others security for the payment of the said sum of money due him and to indemnify and save harmless the said Edwards Beale and Bailey Bryant against all loss damage or expense which they may sustain on consequence of their security perhaps he has as well for and in consideration of the premises of the sum of one dollar to him in hand paid by the said Lottell W. Edwards the receipt of which is hereby acknowledged given granted bargained and sold and by these presents doth give grant bargain and sell and convey unto the said Lottell W. Edwards his heirs Executors and administrators of his own and of his property terms One Acre of Land containing three hundred thirty three and a half acres being the land the said Beale purchased of George (Nicholson) also two horses two stock of all kinds and its future increase all his household and kitchen furniture and farming utensils. To have and to hold the estate and property above mentioned unto the said Lottell W. Edwards his heirs Executors and administrators forever in Trust nevertheless that if the said James W. Beale his heirs Executors or administrators shall ever and truly pay the several sums of money herein mentioned with all the interest that may accrue thereon when the several notes aforesaid shall become due according to their tenor and effect and shall pay the cost of this deed then the Indenture and every thing herein contained to be void. But if the said James W. Beale shall make default and fail to pay any sum of money mentioned in any one of the notes aforesaid and the interest due thereon or any part of the said sum as it shall become due then or as soon thereafter as the said Edwards Beale and Bailey Bryant or either of them or the Executors administrators or assigns of either of them shall require the said Lottell W. Edwards or his Executors or administrators shall expose to sale the property aforesaid or as much thereof as is necessary at public auction to the highest bidder. Having previously fixed the time and place at his own discretion and given at least thirty days notice thereof by advertisement stuck upon the door of the Court house of the County and at two or more public places within the County so much of the purchase money to be paid at the time of such sale as will be sufficient to pay and satisfy whatever sum or sums of money shall be then due (the debt due to Edwards Beale & Co. first paid) and the unpaid thereof for recording the Indenture and the expenses of the said sale of the time of such sale any note or notes shall have become payable and the purchase money shall be sufficient to pay and satisfy such other part or parts of the purchase money as will be sufficient to pay and discharge such remaining note or notes shall be made payable at such time or times as the said remaining note or notes shall become due the payment of which parts is to be properly secured and if there be any residue of the purchase money the same shall be made payable and secured at the time and in the manner as the said James W. Beale his Executors administrators or assigns shall direct or as the said Lottell W. Edwards his heirs Executors administrators or assigns shall think fit And the said Lottell W. Edwards for himself his heirs Executors and administrators covenant with the said James W. Beale that he will faithfully execute the same hereby repaid to him and should also be made by writing him that he will faithfully apply the proceeds of such sale according to the true intent and meaning of this deed and should no default be made that he will receive required release and recovery the property aforesaid unto the said James W. Beale or his representative or his heirs &c. And until the sale aforesaid shall be made