

And for the County of Essex the 17th day of December 1832 The said Indenture was
Entered upon the proceedings of the day.

Test: James Nicholls Esq

Barley
to
Crown
The Indenture made this 16th day of November 1832 between Wiley Barley of the first part, William
Harrison of the second part and William Cress of the third part. Whereas the said Wiley Barley is
justly indebted to the said W^m Cress in the sum of Thirty nine dollars and thirty seven and 3/4
Cents to be paid on the 25th day of December 1832 by a Bond bearing date on the 11th day of
March 1832 as more fully appears, which debt with legal interest, the said Wiley Barley
is willing and desirous to clear. And this Indenture Witnesseth that for and in Consideration
of One dollar, in hand paid to the said Wiley Barley by the said William Cress
at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged
by the said Wiley Barley hath given granted bargained, sold, aliened, conveyed, released and
Confirmed and by these presents doth give grant bargain sell, alien, convey, release and
Confirm to the said William Harrison his heirs and assigns forever, the following property
to wit: One bay mare, two beds and furniture and one cart and wheels. To have and to
hold the said hereby granted or intended to be hereby granted personal property, hereby
conveyed unto the said William Harrison his heirs and assigns forever, for the sole
only proper use and behoof of the said W^m Harrison his heirs &c forever. And the said
Wiley Barley for himself his heirs and assigns doth hereby Covenant promise and
agree to and with the said William Harrison his heirs &c forever in manner and
form following that is to say, that the said Wiley Barley his heirs &c the personal
property hereby conveyed unto the said William Harrison his heirs &c against all persons
whomsoever shall and lawfully warrant and firm defend by these presents, upon Trust to
witness that the said William Harrison his heirs &c shall permit the said Wiley
Barley to remain in quiet and peaceable possession of the said personal property hereby
conveyed and take the profits thereof to own use until default be made on the payment
of the said sum of Thirty nine dollars and 3/4. Either in whole or in part and
then upon this further Trust that he or any one of them or his heirs and assigns or
assigns shall and will, as soon after the happening of such default of payment as he
or his heirs &c may think proper or the said William Cress his heirs and assigns
shall request sell the said personal property hereby conveyed, or such part thereof
granted property as the Trustee or his representatives hereby authorized to act shall think proper
for the purpose and shall think proper to sell to the highest bidder for ready money at
public Auction after giving ten days notice at three or more places in the neighbourhood
previous to the day of sale. And out of the moneys arising from such sale shall after
satisfying the charges thereof and all other expenses pay to the said William Cress his
heirs and assigns the said sum of Thirty nine dollars and 3/4 with the interest which
may thereon lawfully have accrued, and the balance of any shall pay to the said Wiley Barley
his heirs and assigns. But if the whole of the said sum of Thirty nine dollars
and 3/4 Cents shall be fully paid off and discharged to the said William Cress his
heirs and assigns on or before the 25th day of December 1832 when the same is
payable so that no default of payment of the said sum of Thirty nine dollars and
3/4 be made then this Indenture to be void or voidable remain in full force and
virtue in all things whereof the said parties to these presents have heretofore taken