

in hand paid by the said Augustine L. Butts before the signing, sealing, and delivery of this Indenture has granted, bargained, sold, aliened, and conveyed and by these presents doth grant bargain, sell alien and convey unto the said Augustine L. Butts his heirs and assigns forever one certain lot or parcel of Land lying and being in the town of Jerusalem together with all the buildings and improvements thereon and its appurtenances of every kind whatever it being the same property of which Wth Hunt died seized and which was afterwards sold by Charles H. Minsfield Marshall of the Superior Court of Chancery for the Williamsburg District by virtue of a Decree of said Court at which sale said property was bought by Joseph C. Muddock and by him conveyed to said Nicholas all of which will more fully appear reference being had to the Clerk's Office of Surinam County Court. Also one tract or parcel of Land lying and being in Surinam County containing 164 acres more or less together with all the buildings and improvements thereon and its appurtenances of every kind whatever it being the same allotted to said Richard E. Nicholson in the division of the Estate of his father Thos. Nicholson dec^d all of which will more fully appear by reference to report of Commissioners of Surinam County also one other tract or parcel of Land containing 174 acres be the same more or less lying and being in said County with all the buildings and improvements thereon and its appurtenances of every kind whatever it being the same allotted to Charles H. Briggs and Mary Jane his wife of Sussex County in the division of the Estate of Thos. Nicholson dec^d and conveyed by them to the said Richard E. Nicholson by deed bearing date the 18th of January 1838 all of which will more fully appear by reference to the record in the Clerk's Office of Surinam County. Also the Household and Kitchen furniture of every kind or description attached to appertaining or belonging to the Tavern of the said Richard E. Nicholson in the town of Jerusalem To have and to hold the said lots and tracts or parcels of land before described and all the buildings and improvements thereon and the appurtenances of every kind thereto belonging and all the Estate right title and interest of the said Richard E. Nicholson therein also all the Household and Kitchen furniture aforesaid unto the said Augustine L. Butts his heirs and assigns forever. But in Trust nevertheless for the purposes following to wit that if the said Richard E. Nicholson his heirs Executors or administrators shall well and truly pay the said sum of money herein mentioned with all the interest which may accrue thereon, when the same shall become due according to the tenor and effect of the said Bond and shall also pay the fee for drawing and recording this Deed then this Indenture and every thing herein contained is to be void. But if the said Richard E. Nicholson shall make default and fail to pay the said sum of money and the interest which may accrue thereon or any part of the said principal or interest at the time specified in such Bond for payment thereof then or as soon thereafter as the said John St. Martin, Richard Stewart and John D. Hart or either of them or their Executors administrators or assigns or the Executor administrator or assigns of either of them shall require the said Augustine L. Butts his Executor or administrators shall cause to be sold the property hereby conveyed at public Auction to the highest bidder having previously paid the time and place of sale and given notice thereof for twenty days successively in one or more of the newspapers published in Petersburg either for cash in whole or in part or on such credit as said Securities or either of them or their Executor or administrators or the Executor or administrators of either of them shall require. This Indenture is upon the further conference that the said Augustine L. Butts his heirs or assigns shall