

in the division of the estate of their father Seth Nicholas dec^d. all of which said lands
fully appear reference being had to the report of Commissioners for s^d division, together with
all the buildings and improvements thereon & their appurtenances of every kind which
were. In Trust nevertheless and with authority, for or to said Augustine LeBelle to sell the
same for the purpose of paying the s^d debt & the expenses attending the execution of the s^d
Trust. if the s^d Richard S. Nicholas should fail to discharge the s^d bond agreeably to
the tenor & effect thereof whenever after such default John M. Mason, Rich^d Stewart &
John D. Hart his securities upon such bond, or either of them should require a sale thereof
to be made. And whereas the said Rich^d S. Nicholas having failed to pay the said debt
agreeably to the tenor and effect of the s^d bond & the s^d John M. Mason, Rich^d Stewart &
John D. Hart having in consequence thereof required a sale of the s^d Tracts or parcels of
land to be made for the purposes above mentioned, the said Augustine LeBelle in execution
of the said Trust, after giving thirty days notice of the time, place & terms of sale by
causing an advertisement thereof to be inserted & regularly continued in the Savannah
Intelligencer, a newspaper published in the Town of Savannah, did on this day, in the Town
of Savannah, expose to public sale at auction, to the highest bidder on a credit of one year
years the s^d Tracts or parcels of land together with the improvements & appurtenances
& at the sale so made the aforesaid John M. Mason, Rich^d Stewart & John D. Hart became
the purchasers of the s^d Tracts or parcels of land with the improvements & appurtenances
by bidding therefor the sum of seven hundred and sixty dollars for which said sum
Augustine LeBelle has received satisfactory Security. Now this Indenture Witnesseth
that the s^d Augustine LeBelle for and in consideration of the sum of seven hundred and sixty dollars for which
he has received security as above mentioned, has granted, conveyed & sold by these presents with great
barren, sell and convey unto the said John M. Mason, John D. Hart & Richard Stewart their heirs &
assigns the said pieces or parcels of land together with the improvements & appurtenances of every kind
thereunto belonging & all the estate, right title & interest of the said Augustine LeBelle therein unto the
said John M. Mason, Rich^d Stewart & John D. Hart their heirs and assigns to them and their only
proper use & behoof forever. And the said Augustine LeBelle for himself, his heirs, executors & assigns
hereby covenants to and with the s^d John M. Mason, Rich^d Stewart & John D. Hart their heirs & assigns
that he will forever warrant & defend the s^d Tracts or parcels of land, heretofore conveyed with the
buildings and improvements thereon, and the appurtenances thereto belonging to the s^d John M. Mason,
Rich^d Stewart & John D. Hart their heirs and assigns against the claim of the said Augustine LeBelle
and all persons claiming the same or any part thereof, by force, through or under him the
s^d Augustine LeBelle but against the claim of no other person whomsoever. In Witness whereof
the s^d Augustine LeBelle has hereunto set his hand & affixed his seal this day & year first herein
written.

Augustine LeBelle (Seal)
N.B. All interdictions made in this Deed, to wit, the words and figures following, the words, or
other containing 174 acres more or less, & Charles N. Briggs & Mary Jane his wife & the word being

Southampton County In the Clerk's Office the 17th day of December 1835—
This Indenture was acknowledged by Augustine LeBelle party thereto to be his act and deed
and admitted to record. And at a Court held for the County aforesaid the 20th day of January 1836 the
said Indenture was entered upon the free records of the day.

Teste James R. Gault Clk