

John Hart  
Debt  
Hart

This Indenture made and entered into this the 17<sup>th</sup> day of December 1833 between Southampton of the first part Dife Drury of the second part and Edwin Hart of the third part, all of the County of Southampton and State of Maryland. Whereas the said John Hart stands jointly indebted unto the said Edwin Hart in the sum of Sixty Seven dollars & forty one cents by bond bearing date with these presents and due and payable on the same day which bears with the interest then accrued. And said John Hart is willing and desires to secure to the said Edwin Hart. Now this Indenture further witnesseth that the said John Hart for and in consideration of the premises aforesaid and also for and in consideration of the sum of one dollar to him in hand paid by the said Dife Drury at and before the making and delivery of these presents the receipt whereof is hereby acknowledged by the said John Hart has granted bargained and sold and by these presents does grant, bargain and sell unto the said Dife Drury his heirs, executors or assigns the following property, to-wit, one black horse, one set of blacksmiths tools and one single gig. To have and to hold the above described property hereby conveyed or intended to be hereby conveyed unto the said Dife Drury his heirs, executors or assigns to and for the only proper use and behoof of him the said Dife Drury his heirs, executors or assigns forever. Upon Trust nevertheless that the said Dife Drury shall permit the said John Hart to remain in quiet and peaceful possession of the above described property and take the profits thereof to his own use until default be made in the payment of the said sum of Sixty Seven dollars & 41 cents either in the whole or in part, and then upon the further trust that he or his heirs, executors or assigns shall and will do soon after the happening of such default of payment as he or his heirs, executors or assigns may think proper or the said Edwin Hart his heirs, executors, administrators or assigns shall request sell the above enunciate property or such part thereof as the said Dife Drury or his legal representative hereby authorized to act shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money, at public auction after having fixed the time and place of sale at their own discretion and given ten days previous notice thereof in two public places in the neighborhood of the place of sale, and out of the monies arising from such sale shall, after defraying the charges thereof and all other expenses attending the premises pay to the said Edwin Hart his executors, administrators or assigns the said sum of Sixty Seven dollars & 41 cents with the interest which may then lawfully have accrued, and the balance if any, shall pay to the said John Hart his heirs, executors, administrators or assigns. But if the whole of the said sum of Sixty Seven dollars & 41 cents shall be fully paid off and discharged to the said Edwin Hart his executors, administrators or assigns on or before the 25<sup>th</sup> day of December 1833 so that no default of payment be made of the said sum after this Indenture to be void or else to remain in full force and virtue. In witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written -

Signed sealed & delivered  
Debt  
Edwin Hart

John Hart  
Dife Drury  
Edwin Hart

Southampton County In the Clerk's Office the 17<sup>th</sup> day of December 1833.  
This Indenture was acknowledged by John Hart, Dife Drury & Edwin Hart, and is filed to be their act and deed and admitted to Record. And at Court held for the County aforesaid the 26<sup>th</sup> day of January 1834 the said Indenture was entered upon the proceedings of the day

Tesse  
James Rockville Esq.