

before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Ridley Drake having given granted bargained and sold and by these presents he doth give grant bargain and sell to the said Edward W. Marks his heirs and assigns the following property to wit: one gray horse one bay horse and a horse cart and all other together with all right title and interest of the said Ridley Drake in and to the said granted property. To have and to hold the said hereby granted property unto the said Edward W. Marks his heirs &c forever to the only proper use and behoof of the said Edward W. Marks his heirs &c forever. And the said Ridley Drake for himself his heirs &c doth covenant promise and agree and cait the said Edward W. Marks his heirs &c forever in manner and form following to wit: that the said Ridley Drake his heirs &c the aforesaid personal property hereby conveyed unto the said Edward W. Marks his heirs &c against all persons whatsoever shall and lawfully shall and lawfully defend by these presents. Upon trust nevertheless that the said Edward W. Marks his heirs &c shall permit the said Ridley Drake to remain in quest and pursuit of the said conveyed personal property until default be made in the payment of the said sum of Fifty Dollars either in the whole or in part and then upon further trust that he his heirs &c shall and well do soon after the happening of such default of payment as he his heirs &c may think proper or the said Thomas C. Jones his heirs &c shall request sell the said hereby conveyed personal property or such part of the hereby granted premises as the Trustee or his representatives being authorized to act shall think sufficient for the purpose and shall think fit to sell to the highest bidder for ready money at public Auction after having fixed time and place of sale at his own discretion and given ten days notice thereof by advertisement to be set up at the door of the Court house of Southampton County previous to the sale and out of the moneys arising from such sale shall after satisfying the charges thereof and other expenses attending the premises pay to the said Thomas C. Jones his heirs &c the said sum of fifty dollars with the interest which may thereon lawfully have accrued and the balance of any shall pay to the said Ridley Drake his heirs &c. Total of the said sum of Fifty Dollars shall be fully paid off and discharged to the said Thomas C. Jones his heirs &c on or before the 7th day of January in the year 1834 when the same is payable so that no default of payment of the said sum of Fifty Dollars be made then. Intention 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.

Sealed and delivered

in presence of
Jno T. Alcott
John T. Vaughan
Henry M. Burt

Ridley Drake (Sd)
Edward W. Marks (Sd)
T. C. Jones (Sd)

Sauhampton County In the Clerk's Office the 4th day of January 1834.
This Indenture was acknowledged by Ridley Drake Edward W. Marks and Thomas C. Jones the parties thereto and admitted to record and at a Court for the County aforesaid the 20th day of January 1834 The said Indenture was entered upon the proceedings of the day

Teste Samuel Rockwell