

and administrators, doth hereby Covenant promise and agree to and with the said Solomon D Parker his Executor and administrators the aforesaid tract or parcel of land and premises with their appurtenances unto the said Solomon D Parker his Executor or assigns against all persons to whom shall and will loan and borrow money by their presents upon Trust Nevertheless that the said Solomon D Parker his Executor administrators or assigns shall permit the said Joshua Welles to remain in quiet and peaceable possession of the said tract or parcel of land and premises with its appurtenances and take the profits thereof to his own use until default be made in the payment of the said sum of one hundred and twenty six dollars and thirteen Cents either in the whole or in part and then upon this further Trust that he or his Executor or assigns of him shall and will so soon after the happening of such default of payment as his Executor or assigns shall request sell the said tract or parcel of land and premises with the appurtenances, or such part of the same granted or intended to be granted premises as the Justice or his legal representatives he depending to sit 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 thirty days notice in the most convenient and also at the Court House of this County on some Court day previous to the day of Sale and out of the moneys arising from such Sale shall after deducting the charges thereof and all other expenses attending the premises pay to the said George Attekeson his Executor or assigns the said sum of one hundred and twenty six dollars and thirteen Cents with the interest which may thereon lawfully have accrued, and the balance if any shall pay to the said Joshua W. Welles his Executor or assigns. But if the whole of the said sum of \$126.13 shall be fully paid off and discharged to the said George Attekeson his Executor or assigns on or before the 10th day of January 1834 when the same is payable so that no default of payment of the said sum of \$126.13 be made then this Instrument 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 affixed their seals the day and year above written

Signed sealed and delivered

in presence of
James E. Peters

J. A. M. Glanville

John W. Teller

(Witnessed and Eased before

Signed)

W. Myrick (Seal)

Sol. D. Parker (Seal)

Geo. A. Attekeson (Seal)

Southampton County In the Clerk's Office the 20th day of January 1834
This Instrument was proved by the oaths of James E. Peters James A. M. Glanville
and John W. Teller the Witnesses thereof and admitted to record And at a
Court held for the County aforesaid the 17th day of February 1834 The said
Instrument was entered upon the proceedings of the day

Teste James Rockwell Clk