

In the Clerk's Office the 26. day of February 1834
This Indenture was acknowledged by Anthony M. Howell and Frederick with the C. of the
County of the said examination and relinquishment of same of Emory Howell use of the said
a blank Howell parties thereto admitted to record that a Court held for the County of said the 17.
day of February 1834. The said Indenture and C. of the said examination and relinquishment of same of Emory Howell use of the said
Festo James R. Howell & Co

This Indenture made this 26. February Eighteen Hundred and thirty four between Dempsey, Plythe of
the County of Sandwich of the one part, Anthony M. Howell of the said County of the other part and Thomas
C. Jones of the aforesaid County of a third part. We therefore that whereas the said Dempsey, Plythe
stands indebted by a Bond to the said Anthony M. Howell in the Sum of Two hundred and twenty
five dollars and whereas for the further assurance of the payment of it is agreed by the parties
herunto that a Conveyance in Trust shall be made to the said Thomas C. Jones for the bene-
fit of the said Anthony M. Howell in case the said Bond shall not be punctually paid with
lawful interest thereon on or before the first day of May 1834. Now this Indenture, Wit-
nesseth that the said Dempsey, Plythe for and in consideration of the premises and for the full
and true Sum of Two hundred and twenty five dollars to him in hand paid, the receipt of which
is acknowledged has bargained and sold and by these presents doth for himself his heirs
Executors and administrators give grant bargain and sold unto the said Thomas C.
Jones his heirs and assigns all that Tract or parcel of land Townships 1 East and 10th
whereon the said Dempsey, Plythe now resides lying in the said County of Sandwich
containing by estimation seventy five acres or to the same more or less and same is to be
known and described by the lines thereof and also all the buildings, woods, water advantages
and appurtenances to the same belonging or in any wise appertaining and the various
remainders, rents, issues and profits thereof and all the estate right and title of him the said
Dempsey, Plythe of in and to the same To have and to hold the same unto and to the heirs
and assigns of him with every of the appurtenances unto the said Thomas C. Jones
his heirs and assigns in Trust forever and it is hereby declared to be the true intent and
meaning of these presents that if the said Dempsey, Plythe shall punctually pay to
the said Anthony M. Howell his heirs or assigns the said Sum of Two hundred and twenty
five dollars and interest agreeable to the terms of the said Bond to the said Anthony M.
Howell then the said Thomas C. Jones his heirs and assigns shall hold the said
land and premises above granted to the sole and proper use and behoof of the said Dempsey
Plythe and the said Thomas C. Jones covenants and agrees with the parties hereto that in
case the said the said Dempsey, Plythe his heirs, Executors or administrators shall fail to
make payment to the said Anthony M. Howell his heirs or assigns on or before the first
day of May 1834. the due on the Bond aforesaid that then the said Thomas C. Jones
his heirs and assigns shall stand seized of the above granted and bargained premises for
the purpose following that is to say that at the request of the said Anthony M. Howell
his heirs or assigns the the said Thomas C. Jones his heirs, Executors or assigns or either
of them shall give twenty days notice and sell at public Sale above mentioned tract of
land and shall pay the money arising therefrom to the said Anthony M. Howell
his heirs or assigns so far forth as shall be their due and after satisfying the said Bond and
interest and all the expenses remaining or arising from the notice and Sale shall pay
the surplus money to the said Dempsey, Plythe or his assigns. In Witness whereof