

Barnes

to

Barnes &

to J. T. Griffin for
J. T. Barnes
Oct 3/1835.

This Indenture made and entered into on the 20th day of October in the year of our Lord one thousand eight hundred and thirty four by and between John E. Barnes of the first part Jonathan T. Griffin of the second part and Thomas Barnes and Saul Barnes of the third part last part, each and all of the above named parties resident in the County of Southampton N^o. Whereas the said John E. Barnes stands justly indebted to the said Thomas Barnes in the sum of forty dollars and eleven cents which debt appears by bond a bill of exchange date hereunto, furthermore the said John E. Barnes stands justly indebted to the said Thomas Barnes in the sum of Ninety six dollars and thirty six cents which debt also appears by bond a bill of exchange date hereunto, both of which debts above named being payable and in demand, the payment of both said debts together with the legal interest accruing thereon the said John E. Barnes are willing and desirous effectually to secure and secure to the said Thomas Barnes and the said Saul Barnes. Now therefore the said John E. Barnes as well in consideration of the premises as of the further sum of one dollar current money of the United States to him in hand paid by the said Jonathan T. Griffin and before the making and delivery of these presents the full receipt of which is hereby acknowledged and approved every part of which the said Jonathan T. Griffin and all his legal representatives are forever released, released and discharged, he the said John E. Barnes have bargained and sold and by these presents he hereby grant bargain and sell unto him the said Jonathan T. Griffin his heirs and assigns all his right in and to the following property to wit: One barrel horse, four head cattle, six head of sheep, twelve head of hogs, two geese, two feather beds and furniture, two chests, two tables, one trunk, one chair, one spin wheel, two floor frames, four spin hoes, two ruggens, one counter, two pair of miters, with frames to make, two carts, one pair wheels, set of timbers & spokes, two dishes, twelve plates, two pots, one Dutch oven, two plates, two pair of pot hooks, one saddle for man to ride on, four axes, spade, pickaxe, one yoke for two oxen, four hoes to weed & grub with, thirty barrels corn and fifteen hundred pounds of feed - To have and to hold the above named property and every part and parcel thereof unto the said Jonathan T. Griffin his heirs and assigns forever to the only proper use and behoof of him the said Jonathan T. Griffin his heirs and assigns forever. Intended nevertheless that if the said John E. Barnes or any other person for him or at his request at any time hereafter, as it be or before the time that the said Jonathan T. Griffin Trustee is ordered to make sale of this property above named as will hereafter be pointed out pays to Thomas Barnes his claim as aforesaid together with the interest which shall have accrued up to such time of payment and also pays to Saul Barnes his claim as aforesaid & in the manner together with the cost of recording this Indenture that then this Indenture and every thing herein contained as to be void and of no effect, but if the said John E. Barnes or his heirs or any other person doth not pay both of the debts above named together with the legal interest accruing on each of the said debts together with the costs of recording before or at the time of the time made on the said Jonathan T. Griffin Trustee to make sale thereof as is hereafter pointed out in the case of such failure to pay both the above described debts & each of their interest & as aforesaid it shall be the common duty of him the said Jonathan T. Griffin his heirs or assigns to make sale of so much or all of the above named property as shall be sufficient to pay and discharge both of the claims for cash at public auction first advertising the time and place of such intended sale by previous sheriffs at three or more public places within said County and out of the proceeds arising by such sale pay both of the above described debts and the interest which may have accrued thereon together with the costs of carrying into effect this Indenture and of disposing of the same thereafter remain the same shall be paid over to him the said John E. Barnes his heirs or assigns by him the said Jonathan T. Griffin his Executors or administrators, and in case both of the said debts and each of their accruing interest and costs as aforesaid be paid prior to sale as directed then