

then upon the further trust: that he the said Sugars Laine (Trustee) his heirs Executors and administrators shall proceed to sell (if requested by the said Saml. M. Pond & others or either of the above named bondholders, the hereby conveyed personal property and plantation and its appurtenances, at public auction for ready money after having given ten days notice of the time and place of sale in writing) posted at some one or more public places in this County and out of the proceeds arising from such sale, after deducting all cost and charges, he first pay unto the said Saml. M. Pond & others aforesaid mentioned their heirs executors & administrators or assigns the sum of two hundred and forty two dollars & one cent with interest thereon and then pay the surplus of any over to the said Saml. Powers his heirs Executors & administrators, and the said Saml. Powers warrants and defends the right of the aforesaid personal property and plantation with its appurtenances unto the said Sugars Laine (Trustee) his heirs &c and the said Sugars Laine on his part covenants and agrees that he will well and truly execute the trust hereby confided to him in making sale of the hereby conveyed personal and real property when required so to do and that he will apply the proceeds as herein directed. In Witness whereof the parties have hereunto set their hands and seals the day and year first written.

Signed, sealed & acknowledged
in presence of
Robert Drury.
William R. Stephenson.
William C. Branch.

Saml. ^{his} Powers (seal)
Sugars Laine (seal)
Saml. M. Pond (seal)
Richard A. Kelle (seal)
Robert Drury (seal)
Joseph N. Nick (seal)
Benja. M. Hancock (seal)

County of Hampshire. In the Clerk's Office the 10th day of January 1838.

This Indenture was acknowledged by Samuel Powers and Sugars Laine (parties thereto to both their act and deed and admitted to record. And at a Court held for this said County the 19th day of February 1838 the said Indenture was entered upon the proceedings of the day.

Teste L. R. Gaudin's Secy.

Notes to James Jackson
Oct 29/1838
This Indenture made and entered into this the 26th day of June 1837 between Howell Harris of the one part Nathaniel Jones of the second part and James Jackson of the third part (Witnesseth that whereas the said Howell Harris stands indebted unto the said James Jackson in the sum of sixty one dollars and eighty seven ^{cents} due by bond, also Jackson stands one bond to the amount of one hundred & forty one dollars & thirty five cents which the said James Jackson stands bound for, as security to Richard Porter due by bond 26th day of June 1837; and being desirous to secure the payment thereof, both for and in consideration as well for the further considerations of the sum of one dollar to him in hand paid by the said Nathaniel Jones, bargain and sell and confirm, and by these presents doth grant bargain & sell and convey unto the said Nathaniel Jones his heirs executors and administrators and assigns the following property, to wit, two Gray Mare & Gray Colt one Sorrell mare, one work over two hies and all my house hold and kitchen furniture, also all my crop of corn ^{and other} now growing, unto him the said Nathaniel Jones his heirs, Executors and administrators for the foregoing trust & purposes that is to say, that if the said Howell Harris shall fail to pay unto the said James Jackson the debt aforesaid due him with interest which may accrue thereon, or any part of the said debt and interest when demanded; it shall and may be lawful for the said Nathaniel Jones, or in case of his death for his legal personal representatives, who is hereby authorized to act, upon being thereto required by the said James Jackson his executors administrators or assigns to make sale of the property aforesaid for cash having given at least ten days previous (public notice) of the time & place and out of the moneys arising therefrom first pay and satisfy the debt and interest aforesaid or so much thereof as may be due at the time, and the rest & expenses attending said sale of the conveyance and the balance, if any, (pay) over to the said Howell Harris his order or legal personal representative. But if the said Howell Harris shall well truly pay & discharge the debt aforesaid & interest due thereon when demanded, this Indenture is to be well & void of no effect. In testimony whereof the parties aforesaid have hereunto set their hands & seals this the day & year first above written.