

Lacy J. Higgins both hereunto set his hand and affixed his seal the day and date first above written
 Signed sealed and delivered }
 in presence of }
 J. T. Griffen
 J. P. Williams
 P. T. Edwards

L. J. Higgins

San Francisco County, San the clerk office the 12th day of December 1838

This deed of bargain and sale from Lacy J. Higgins to Holding L. Edwards was proved by the oath of John Thomas J. Griffen and P. T. Edwards two of the witnesses thereto and having been proved in the said office on the 12th day of said month by the oath of J. P. Williams also a witness thereto is admitted to records.

Teste J. P. Edwards, C. C.

This Indenture made this 12th day of December in the year of our Lord 1838 between John Edwards the first part and John Brown of the second part and John B. Lawrence of the third part; whereas the said John Edwards is justly indebted to the said John B. Lawrence in the sum of two hundred & two dollars to be paid in the year of our Lord 1838 which debt with legal interest thence accruing the said John Edwards is willing and desirous to secure: And this Indenture Witnesseth that for and in consideration of the premises and also for the further consideration of one dollar of lawful money of N. Y. to the said John Edwards and in hand paid by the said John Brown at and before the sealing and delivery of these presents the right whereof is hereby acknowledged in the said John Edwards hath given granted bargained sold aliened conveyed released and confirmed and by these presents doth give grant bargain sell alien convey release and confirm to the said John Brown his heirs and assigns forever all the following goods (viz) Two Feather beds and bedding house hold and kitchen furniture One Steer 12 head of hogs two thousand weight of Hock fodder Thirty Barrels of long corn Cart and two pair of wheels still and five hundred weight of Bacon being in the County of San Francisco and a state of N. Y. with all and all the right title and interest of the said John Mercer in and to the said granted or intended to be granted goods and estate To have and to hold the said hereby granted or intended to be granted goods and chattels unto the said John Brown his heirs executors and assigns forever to the only proper use and behoof of the said John Brown his heirs executors and assigns forever; and the said John Mercer for himself his heirs executors and administrators doth covenant promise and agree to and with the said John Brown his heirs executors and assigns forever in manner and form following That is to say That the said John Edwards his heirs executors the aforesaid goods and chattels unto the said John Brown his heirs executors and assigns against all persons whatsoever or whithersoever shall and will warrant and defend by these presents That the said John Brown his heirs executors and assigns shall permit the said John Edwards to remain in quiet and peaceable possession of the said goods and chattels until default be made in the payment of the said sum two hundred and two dollars either in whole or in part: and there upon this further Trust That he his heirs executors or assigns of him shall and will be bound after the happening of such default of payment to have his heirs executors or assigns may think proper at the said John B. Lawrence his heirs executor or assigns may or shall request sell the said goods and chattels or such a part of them as the Trustee or his representatives may or shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having given the time and place of sale at their own discretion and given ten days notice thereof at some public place in the said County previous to the sale and all of the moneys from such sale shall after satisfying the charges thereof and all the other expenses attending such sale pay to the said John B. Lawrence his heirs executors or assigns the said sum of money two hundred and two dollars with the interest which may have lawfully accrued; and the balance if any shall pay to the said John Edwards his heirs executors or assigns But of the whole sum of two hundred and two dollars shall be fully paid off and discharged to the said John B. Lawrence his heirs executors or assigns on or before the 12th day of December in the year of our Lord 1838 when the same is payable or that in default of payment of the said sum of \$202.50 be made then this indenture 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

Witness

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Lawrence's Trust

Witnessed & delivered

6 J. B. Lawrence

March 14/1838