

and four bonds executed to John D Hart bearing date the 19th day of March 1839 one for the sum of two hundred dollars due the 25th day of December 1839 bearing interest from the 10th day of April 1839 the other three for the sum of five hundred dollars each one or demand the 25th day of December 1840 another memorandum the 25th day of December 1841 and the third memorandum the 25th day of December 1842 each of them bearing interest from the 10th day of April 1839 and when the said Thomas & Jones and James H Gibell are willing and desirous to make provisions for the indemnity and security of the said Mr. S. & N. Gibell against all and every loss or damage whatsoever or consequential of the said security ships a Vessel. Therefore the said Thomas & Jones & James H Gibell for and in consideration of the premises aforesaid as well as for the further consideration of the sum of £1000 given to them in hand paid by the said Littleton R Edwards (the receipt whereof is hereby acknowledged) have granted bargained and sold and by these presents do and each of them doth grant bargain and sell unto the said Littleton R Edwards his heirs and assigns the following property to wit. That certain Lots and the buildings and improvements thereon of every description situate in the Town of Jerusalem and designated in the plan of the said Town as No. 17, 18 & 19 also a certain piece or parcel of Land and improvements thereon attached to lot No. 17 and known as the Stable Lot supposed to contain three acres acre or less and there another piece or parcel of Land lying east of Jerusalem containing about thirty acres more or less whereto lots and pieces or parcels of Land the said Thomas & Jones & James H Gibell purchased of Henry B Vaughn of John D Hart that is to say of Henry B Vaughn by deed bearing date the 1st day of January 1839 and of John D Hart by deed bearing date the _____ day of 1839 and both admitted to Record in the Clerks Office of Southampton County Court. (The said Thomas & Jones & James H Gibell however conveys only such parts of lots No. 18 & 19 of improvements thereon as are conveyed to them by Henry B Vaughn by the Deed aforesaid referred to) To have and to hold the parts of lots No. 18 & 19 of improvements thereon, duly intended to be conveyed and also lot 17 of improvements thereon together with the before mentioned parcels of Land and appurtenances unto him the said Littleton R Edwards his heirs and assigns to the proper use and behoof of him the said Littleton R Edwards his heirs and assigns forever. Upon the said trust and confidence that is to say that whenever the said William S. & N. Gibell either of them or the executors or administrators of either of them shall have suffered or shall have good cause to believe they are either of them are likely to suffer it shall be the duty of the said Littleton R Edwards (or in case of his death for his legal personal representative who is hereby authorized to act) being requested so to do by the said H. S. & N. Gibell or either of them or the executors or administrators of either of them to make sale of this property aforesaid herein conveyed to the highest Bidder for cash or upon such credit as the parties may agree upon having fixed on the time and place of sale at his own discretion and giving reasonable public notice thereof and out of the monies arising from such sale first pay and discharge all necessary and usual costs of expense attending said sale and this conveyance then pay and satisfy the debts herein before mentioned paid by the said Mr. S. & N. Gibell as security or such of them as may be unpaid at the time and remit the same to the executors or administrators of either of them or the executors or administrators of either of them such amount if any they may have been compelled to pay as security aforesaid with interest thereon. And if any should then remain pay the same over to the said Thomas & Jones & James H Gibell to executors or assigns. The said Thomas & Jones & James H Gibell hereby covenant with the said Littleton R Edwards that they will warrant and defend the title to the property herein conveyed against themselves of all other persons unto the said Littleton R Edwards his heirs or assigns. And the said Littleton R Edwards covenants with the other parties hereto that he will well and truly execute the trust hereby reposed in him. In witness whereof the parties have hereunto set their hands and affixed their seals the day of your first before written.

Sayeed sealed & delivered
In presence of }

J. C. Jones
Jas. H. Gibell
L. R. Edwards
Henry Gibell
N. H. Gibell