

his heirs and assigns forever. And the said Samuel P. Nicholson hereby covenants to and with the said Thomas B. Jones his heirs and assigns that he the said Samuel P. Nicholson his heirs assigns and will warrant and defend the premises above conveyed unto him the said Thomas B. Jones his heirs and assigns against the lawful claims and demand of himself the said Nicholson and all persons claiming by through or under him but against the claim of no other person. Now Witness whereof the said Samuel P. Nicholson Commissioner hath hereunto set his hand and affixed his seal the day and year first aforesaid.

Leol. P. Nicholson (Seal)

Hampshire County For the Clerk's Office the 16th day of December 1839

The deed of bargain and sale from Samuel P. Nicholson to Thomas B. Jones was acknowledged by the said Samuel P. Nicholson to be his act and deed and admitted to Record

Wm. D. Edwards Ck

This Indenture made and entered into this the 16th day of December AD 1839 between Thomas B. Jones of the first part, Litleton R. Edwards of the second part and Nicholas M. Schell of the third part. Whereas the said Nicholas M. Schell has become security of the said Thomas B. Jones to two bonds to Samuel P. Nicholson Commissioner for three hundred and thirty three and one third dollars dated the 16th day of December 1839, one made payable the first day of January 1842 and the other the 1st day of January 1843 and curing interest from the first day of January 1842 and the said Thomas B. Jones is willing and desirous to secure and indemnify the said Nicholas M. Schell against all loss and injury from the said security ship. Now this Indenture witnesseth that for and in consideration of the premises as well as for the further consideration of the sum of one dollar to him in hand paid by the said Litleton R. Edwards the receipt whereof is hereby acknowledged by the said Thomas B. Jones and by these presents good bargain sold and convey unto the said Litleton R. Edwards the following tracts or parcels of land situate in the County of Southampton and near the Town of Jerusalem that is to say, one tract ^{containing} more or less and 3/4 acres more or less another containing forty six and a half acres more or less and another tract containing twenty one acre more or less being the same land which was conveyed by Samuel P. Nicholson Commissioner of to the said Thomas B. Jones by deed dated the 16th day of December 1839. Together with all the privileges and appurtenances to the said lands in any way appertaining and belonging. To have and to hold to him the said Litleton R. Edwards his heirs and assigns forever and the said Thomas B. Jones for himself his heirs executors and administrators doth covenant with the said Litleton R. Edwards his heirs and assigns that he the said Thomas B. Jones will and his heirs executors and assigns shall warrant and defend the same to the said Litleton R. Edwards his heirs and assigns forever against the lawful claims and demands of all persons whatsoever. Upon Trust nevertheless that the said Litleton R. Edwards his heirs executors and assigns shall permit the said Thomas B. Jones to remain in quiet and peaceable possession of the said tracts or parcels of land and their appurtenances and to take the profits thereof to his own use until default be made in the payment of the said sums of money or either of them or any part of either of them and there upon the party of the said Litleton R. Edwards (or in case of his death for his legal personal representative who is hereby authorized to act) shall and will so soon after the happening of such default of payment as he shall be requested by the said Nicholas M. Schell his executor administrators or assigns do to sell the said lands and appurtenances or such part thereof as shall be sufficient for the purpose at public auction to the highest bidder for cash after having fixed the time and place of sale at his own discretion and given at least thirty days previous notice by advertisement stuck up at the Court house door of Southampton County and at two or more public places in said County and out of the proceeds of sale shall after satisfying the charges thereof and all other expenses attending the execution of this trust pay to the said Samuel P. Nicholson his executors or assigns the debt aforesaid and the interest thereon or such part thereof as may be due or reimburse the said Nicholas M. Schell such sums as he may have been compelled to pay in consequence of said security ship with interest thereon and the balance if any pay over to the said Thomas B. Jones or his order Court or assigns. But if the whole of the said debt and accruing interest shall be fully paid off as they respectively become due so that no default of payment of the said debt or either of them is made then this Indenture to be void or else to remain in full force. Now Witness whereof the parties to these presents have hereunto set their hands and affixed their