

being in the County of Southampton State of Mass^{ts} containing six hundred acres to the same more or less and bounded as follows North by the lands of Nathaniel Francis East by the lands of Peter Edwards South by the lands of Peter Edwards and west by the land of Francis T. Risley. Also the following slaves Joseph Willis Henry James Jack Mason Billy Henry Jacob and David with all and singular the appurtenances to the said tract or parcel of land belonging or in any wise appertaining and the future increase of the family of the said slaves and all the estate right title and interest of the said Levi Mallet in and to the said granted or intended to be hereby granted tract or parcel of land and premises with its appurtenances together with the aforesaid slaves and the future increase of the family thereof unto the said James B. Lundy his executors administrators and assigns forever to the only proper use and behoof of the said James B. Lundy his executors administrators and assigns forever and the said Levi Mallet for himself his executors administrators and assigns do hereby Covenant and agree to and with the said James B. Lundy his executors administrators and assigns forever to warrant and defend by these presents the right and title of the said land and premises together with the aforesaid slaves and the future increase of the family thereof against the claim or claims of any person or persons whatsoever except trust notwithstanding that the said James B. Lundy his heirs executors or administrators shall permit the said Mallet to remain in peaceable and quiet possession of the said land and premises together with the said slaves with the increase of the family thereof and take the profits to his own use until debt be made in the payment of the said sum of two thousand eight hundred and fifty eight dollars with the interest and all cost either in the whole or in part and then upon this further trust that the said James B. Lundy his heirs executors administrators or assigns shall and will do soon after the happening of such default of payment may think proper or the said Nathaniel Francis his heirs executors administrators or assigns shall request sell the said tract of land and premises with the appurtenances together with the aforesaid slaves with the future increase of the family thereof or such part of the hereby granted premises as the trustee or his representative hereby authorized to act shall think sufficient for the purpose of payment of the said debt of two thousand eight hundred and fifty eight dollars and all cost which may accrue for ready money at public auction after having fixed the time and place of sale at their own discretion and given fifteen days notice thereof and advertising the same at three proper and fit places and out of the money arising from such sale after satisfying the charges thereof and all other expenses attending the premises pay to the said Nathaniel Francis guardian for said Mallet his executors administrators or assigns the said sum of two thousand eight hundred and fifty eight dollars with the interest and costs if any which may thereon lawfully have accrued for the purpose of satisfying the said debt and the balance if any shall pay to the said Levi Mallet his executors administrators or assigns but if the whole of the said sum of two thousand eight hundred and fifty eight dollars shall be fully paid off together with all cost so that no request be made then this Instrument 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 my hand and seal
this 1st day of June 1833
Samuel Drury
Attor^y for Mallet
John R. Fitzhugh

Levi Mallet
James B. Lundy
Nathaniel Francis