

251
Williams
to
James Edwards
Esq.

This Indenture made the _____ day of January in the year of Christ One Thousand Eight hundred and forty two between Anthony N. Williams and Caroline his wife of the first part Lethen R. Edwards of the second part and Samuel J. James Samuel B. Hines William Parker and James Moore of the third part Whereas the said Samuel J. James Samuel B. Hines William Parker and James Moore are the owners to three bonds of One thousand dollars each executed by Anthony N. Williams and John A. Turner to Thomas G. Jones for the purchase of a house and lot of in Cornwall One of the said bonds is made payable on the 1st day of January 1842 another on the 1st day of January 1843 and the third on the first day of January 1844 and each of them carrying interest from the 20th day of January 1840 and whereas the said Anthony N. Williams and wife are willing and desiring to secure the said parties of the second part from all damage whosoever in account the said security by conveying the property hereinafter mentioned unto the said Lethen R. Edwards. And Trust now therefore this Indenture witnesseth that the said Anthony N. Williams and Caroline his wife in consideration of the promises and of the sum of One dollar to him by the said trustee in hand paid the receipt whereof is hereby acknowledged have conveyed and sold Confirmed assigned and made over; and do by these presents convey and sell assign and make over unto the said Lethen R. Edwards his Executors administrators and assigns the following property to wit One Certain house and lot or piece of Land situate in and adjacent to the Town of Providence in the County of Southampton containing by survey seven acres and two thirds more or less and recently occupied by the said Williams as a farm likewise the bed and all the other furniture (household and kitchen) now on the premises and in the possession of together with the appurtenances and advantages whatsoever to the lot or piece of Land belonging or appurtening. And have come to hold the property above mentioned unto the said Lethen R. Edwards his heirs Executors administrators and assigns in trust and upon Conditions namely that at any time hereafter whenever the parties of the second part or either of them or the Executors or administrators of either of them shall require it shall be lawful for the said Lethen R. Edwards (or in case of his death for his legal personal representative who is hereby authorized to act) to make sale of the house & lot or piece of Land aforesaid and furniture at public auction to the highest bidder for cash having given reasonable notice of the time and place of sale and out of the proceeds in the first place to discharge all legal and usual costs and expenses attending the sale and this conveyance; in the second place to pay and satisfy the debts hereinafter first recited and to which the parties of the second part are severally and jointly liable and to reimburse the said securities or either of them any amount they or either of them may have been compelled to pay in account of the said security; and if any surplus should remain pay it over to the said Anthony N. Williams and the said Anthony N. Williams does hereby Covenant with the said Lethen R. Edwards that he is possessed of and holds in fee simple in the property aforesaid that he will forever warrant the same against all persons whatsoever. And Testimony whereof the said Anthony N. Williams and Lethen R. Edwards have hereunto set their hands and affix their seals the day and year first written

Signed sealed and delivered

In the presence of

Southampton County And the Clerk's Office the 15th day of January 1842-

This deed of trust between Anthony N. Williams of the first part Lethen R. Edwards of the second part and Samuel J. James Samuel B. Hines William Parker and James Moore of the third part was acknowledged by the said Williams and Edwards and admitted to Record

Teste Augustus M. West D.C.

A. N. Williams Esq.
L. R. Edwards Esq.