

Crumples
to
Herring
Exam?

This Indenture made the 31st day of January in the year of our Lord Eight hundred and forty two between Benjⁿ Crumples of the Em^{re} part and William T Herring of the Em^{re} part
Whereas Nancy Barrett did by a certain Indenture of Mortgage dated the 27th day of January Eight hundred and thirty two for the Consideration of One dollar bargain and sell unto the said Benjⁿ Crumples and to his heirs and assigns forever all that certain tract of land containing twenty two and a third acres be the same more or less lying in the County of Southampton and bounded as follows by the lines of William Rowson Robert Ward Robert Ward Benjⁿ Crumples Moses Sumner and Robert Moore together with all and singular the hereditaments and appurtenances thereto belonging. To have and to hold the said bargain and granted premises with the appurtenances unto the said Benjⁿ Crumples his heirs and assigns to the only proper use and behoof of him the said Benjⁿ Crumples his heirs and assigns forever. Provided nevertheless and the said Indenture of Mortgage was hereby declared to be upon condition that if the said Nancy Barrett her heirs Executors or administrators should well and truly pay unto the said Benjⁿ Crumples his Executors administrators or assigns the just and true sum of said debt due with lawful interest for the same when demanded according to the Conditions of said bond or writing obligatory to Patrick Bales bearing date the 16th day of Dec^r 1843 that then and in such case the said Indenture and the said writing obligatory should be returned to the said Nancy Barrett and the said Nancy Barrett did by the said Indenture for herself her heirs and assigns agree with the said Benjⁿ Crumples his Executors or assigns that in case it should so happen that the sum of said dollars and the interest for the same should not be paid when demanded that then it should and might be lawful for the said Benjⁿ Crumples his Executors or assigns at any time after lawful notice to bargain sell and dispose of the said mortgaged premises with the appurtenances at public Vendue and out of the monies to arise from the sale thereof to retain and keep the sum of said debt due with interest and the interest or so much as might be due together with the Cost and Charges of such sale rendering the over plus Money if any to the said Nancy Barrett her heirs Executors or assigns and whereas the said Nancy Barrett did not pay to the said Benjⁿ Crumples the said sum of Money with the interest at the term demanded and the said Benjⁿ Crumples hath therefore in pursuance of the authority so given to him as aforesaid caused the premises to be advertised and sold at public auction and the same has been struck off to the said William T Herring for One hundred and Ten dollars being the highest sum bid for the same. Now therefore this Indenture witnesseth that the said Benjamin Crumples in pursuance of the power aforesaid and also for and in consideration of the said sum of One hundred and Ten dollars to him in hand paid by the said William T Herring at and before the writing and delivery hereof the receipt whereof is hereby acknowledged hath bargain sold released and confirmed and by these presents hath granted bargain sold released and confirmed unto the said William T Herring and to his heirs and assigns forever all the same piece or parcel of land above mentioned together with the hereditaments and appurtenances as the same is described and conveyed by the said Indenture of Mortgage and all the other right title claim interest and demand at law and in Equity of him the said Benjⁿ Crumples and also of the said Nancy Barrett as far forth as the said Benjⁿ Crumples