

ledged by said Jones and admitted To Record

Teste L. R. Edwards Clk

This Indenture made this 24th day of December in the year of our Lord one thousand eight hundred and forty two between Edwin Gardner & Elizabeth his wife of the first part. Alfred T Stephenson of the second part, and Jesse L Bailey & James A Kelle of the third part, whereas the said Jesse L Bailey & James A Kelle having become bound with the said Edwin Gardner as security for the sum of three hundred & twenty one dollars 56^{cts}, the said Edwin Gardner & Elizabeth his wife is willing & desirous to secure the said Jesse L Bailey & James A Kelle as his security to ten bonds bearing date the day of December 1842, which by reference to said bonds will more fully appear. Now this Indenture witnesseth, that for and in consideration of one dollar to him in hand paid by the said Alfred T Stephenson at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, they the said Edwin Gardner and Elizabeth his wife, has given, granted, bargain'd, sold, alien'd, enfeoff'd, released and confirm'd, and by these presents does give grant, bargain sell, alien enfeoff release and confirm to the said Alfred T Stephenson his heirs and assigns forever, All that tract or parcel of land lying and being in the County of Southampton formerly held by Permelia Clayton containing one hundred & fifty acres be the same more or less, and bounded as follows by the land of Marmaduke H Branch, James Drury and Round Hill Swamp also all his crops, consisting of corn, fodder, brans, peas & potatoes & that may be found in the house or on the land when default of payment be made, with all and singular the appurtenances to the tract of land belonging or in any wise appertaining and all the right title & interest of them the said Edwin Gardner and Elizabeth his wife in and to the said granted or intended to be hereby granted tract of land and premises, together with all my crops, To have and to hold the same with its premises and appurtenances unto the said Alfred T Stephenson his heirs exec admors and assigns forever to the only proper use and behoof of him the said Alfred T Stephenson his heirs &c. and the said Edwin Gardner and Elizabeth his wife for themselves their heirs &c. do hereby covenant promise and agree to and with the said Alfred T Stephenson his heirs exec admors &c. in manner and form following, that the said Edwin Gardner & Elizabeth his wife their heirs &c. the aforesaid land and premises with its appurtenances unto the said Alfred T Stephenson his heirs &c. against all persons who soever shall, will and does warrant and forever defend by these presents. Upon Trust nevertheless that the said Alfred T Stephenson his heirs &c. shall permit the said Edwin Gardner & Elizabeth his wife to remain in quiet & peaceable possession of the said tract of land and premises with its appurtenances, and take the profits of the same, the same to their own use untill default be made in the payment of the said debt by bonds due to Shugars Lane admors of John Holmes, either in whole or in part and then upon this further trust that he, the said Alfred T Stephenson his heirs &c. shall and will so soon after the happening of such default of payment as he or they may think proper, or the said Jesse L Bailey & James A Kelle their heirs &c. or they may direct, sell the said tract of land and premises, with the appurtenances and crops on said land or so much thereof as may be deemed sufficient by the said Alfred T Stephenson to discharge the said debt and costs attending the same, to the highest bidder for ready money, or upon such time as the parties interested may agree

Gardner & wife
To
Bailey & Kelle
Truste

Exec^{rs} of
deceased
Alfred T
Stephenson