

and improvements thereon and its appurtenances of every kind whatever, being the same tract or
parcel of land which was late the property of J. M. Judkins. To have and to hold the said tract
together belonging and all the buildings and improvements thereon and the appurtenances of every kind
unto the said F. T. Ridley, his heirs and assigns forever, but in trust, nevertheless, and for the
purpose following to wit. First that if after the above mentioned bond shall have become payable
to J. T. Judkins his heirs, executor or administrators and payment thereof shall be enforced out of
the said William Judkins & Robert Ridley, their executor, administrators or assigns, then and
in that case the said F. T. Ridley, his heirs or assigns, shall thereafter when required by the
or agents in that behalf sell and dispose of in fee simple at public Auction, to the highest bidder
the said tract or parcel of land with all the buildings and improvements thereon, for the purpose of
paying the money so paid by them or their executor &c. including interest on the principal to the
time of such sale, and also for the purpose of defraying the costs and charges of such sale and
thereupon shall convey the same by a deed or deeds sufficient in law to pass and assure to the pur-
chaser or purchasers a good title thereto, agreeable to the sale so made, and the powers herein given &
after making such sale and receiving the proceeds thereof shall without delay proceed first to dis-
charge the cost and charges of such sale, and all the expenses attending the execution of the trust
hereby created, as exactly to pay the money due by virtue of the said bond, and then remaining
unpaid, including interest on the principal to the day of making the said sale; And lastly, to
account for and pay to the said John T. Judkins, his executor, administrators or assigns, -
whatever sum of money of the said proceeds may remain after the two first objects have been
affected, but of the time place and terms of such sale, the said F. T. Ridley, his heirs or assigns
after fixing the time and place thereof at his discretion, shall give at least thirty days notice
by causing an advertisement thereof to be inserted in one or more of the Newspapers of the State.
Secondly this indenture is upon this further confidence, that the said F. T. Ridley, his heirs
or assigns, shall permit the said John T. Judkins and his heirs, and all persons claiming
under him or them to hold possession of, peaceably and quietly and to use the said ^{land}, together
with the buildings and improvements thereon, and the appurtenances of every kind thereto belonging
and to take to, and for his and their own use, all the rents issues and profits thereof until a sale
of the same shall be made for the above mentioned purposes; he, and they paying all the taxes
assessments, dues and charges thereon during the time of his or their holding the same. And
lastly this indenture is made upon this third confidence, that whenever all the money with prin-
cipal and interest, due by virtue of the said bond, shall be paid, and a sale of the said ^{land} shall
be rendered unnecessary for that, and the other purposes of this indenture, then and in that case
the said F. T. Ridley, his heirs or assigns, shall convey the said land and its appurtenances
with all the estate and interest therein hereby conveyed to him; unto the said John T. Judkins
or convey the same to his heirs &c. the said Judkins or his heirs &c. paying the expenses thereof.
And the said Judkins for himself his heirs, executor & administrators, covenants with the said
F. T. Ridley, his heirs or assigns, to warrant and defend the land hereby conveyed, with all the
building and improvements thereon, unto the said F. T. Ridley, his heirs and assigns, against
the claims and demands of all persons whatsoever, to pay all the taxes &c. upon the said
land during the whole time, that he or his heirs or assigns, shall be permitted to hold and use