

641

fully appear by reference to said bond and the said John W. Reese being justly indebted to the said Henry Moore by bond, bearing date the 14th day of March 1843 in the sum of three hundred and twenty dollars and the said John W. Reese being justly indebted to the said Priscilla D. Barnes by bond bearing date the 25th day of December 1841 in the sum of seventy dollars, and the said John W. Reese being willing and desirous to secure all the aforesaid debts interest and cost. Now This Indenture witnesseth, that for and in consideration of the premises, and for the further consideration of one dollar to him the said John W. Reese in hand paid by the said William L. Overill at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he the said John W. Reese, hath given, granted, bargain'd and sold, and by these presents doth give, grant, bargain and sell, to the said William L. Overill, his heirs and assigns forever, his the said John W. Reese's entire interest or surplus in all the property conveyed in a certain deed of trust, given by the said John W. Reese to Mark T. Burt for the payment of debts due Samuel C. Reese, Nathaniel Francis, John Drury and Henry Moore, as will more fully appear by record, after the liquidation of said debts, is the surplus here alluded to, all his the said John W. Reese's crops of different kinds made by him this year (say 1843) say crop of Corn, fodder, Cattle, potatoes, peas, Brandy, Oats, Rye and Shucks. To have and to hold, to his the said William L. Overill's proper use and behoof, forever upon Trust Nevertheless that the said William L. Overill shall at the request of either one of the aforesaid parties, after giving at least ten days notice of the time and place of sale, sell at public auction for Cash, all the property aforesaid or so much thereof as will be sufficient to satisfy all of said claims but first and out of the proceeds first pay the expenses thereof, secondly pay the debt of thirty dollars on the note in which the said Henry Moore is the said John W. Reese's security, to John W. Bailey as executor of John W. Barnes deceased. Thirdly pay the debt of one hundred and eighty dollars and 3/4 or with interest per cent. due the said Ben C. Pope, fourthly pay the debt of eighty four dollars & 8/10 with interest and cost due Southwick, D. D. Arkham, fifthly pay the debt due Henry Kindred, say one of sixty two dollars and 2/10 or another of twelve dollars with interest and cost, sixthly pay the debt due or will be due Nathaniel James of seventy five dollars, seventhly pay the debt due Henry Moore of three hundred twenty dollars with interest and cost, Eighthly and lastly pay the debt due and cost due Priscilla D. Barnes of seven dollars and the balance if any pay over to the said John W. Reese or his legal representative, and the said John W. Reese, covenant with the said William L. Overill, that he is possessed of an absolute fee simple right in the property hereby conveyed, and that he will forever warrant and defend the same against himself and all other persons whatsoever.

In Testimony whereof we and each of us have set our hands and seals the day and year first written.

Signed sealed and delivered }
 In the Presence of

J. W. Reese (Seal)
 Ben C. Pope (Seal)