

120

129. This indenture made this 15th day of Decr 1863 between John St. David of his
first part and Jeptha Nichols trustee of the second part and James Nichols security
of the third part all of the County of Southampton and State of New York: Whereas
that the said John St. David for and in consideration of the sum of one dollar to him
in ready money paid by the said Jeptha Nichols at or before the sealing of these presents
the receipt whereof is hereby acknowledged as well as the further consideration
of the said John St. David further recited in this present and Thomas J. Brewster
trustee of Thomas Brewster and the said James Nichols is security for the said
John St. David to the said Jane Brewster trustee and Thomas J. Brewster trustee of
Thomas Brewster and in the just and full sum of Three hundred and forty dollars
and 25/100 due by land and tenement date the above date and the same obligation
to be binding for all bonds which the said James Nichols may stand security for
the said John St. David: Whereas that the said John St. David is willing to secure
the said James Nichols which is his sole object of these present hath granted bargained
and sold unto the said Jeptha Nichols unto him or his heirs or assigns forever
the following land Negro boy, Bull and stock of Cows and Hogs one tract of
land containing one hundred and twenty acres as the same more or less beginning
at a corner near the house of small whitewall two houses two houses thereon or less
of marks trees between the house of Edwin Nichols and the said tract of land to
Newtown Dardis line thence the said Dardis line to a corner in John Nichols
line then south between John Nichols and Hazzell lines to a corner in the
line between the said house hence back of marks trees to the first station fifteen
head of hogs and there increase 3 head of Cows one chain increase: I convey unto
the said Jeptha Nichols all the rights title to the aforesaid land Negro boy, Bull and
stock unto the said Jeptha Nichols to him and his heirs forever: And when this
special tract and condition: that the said James Nichols may not be lower than
standing security for the said John St. David the said is to be real and void: but if
the said James Nichols hath any of the debt to pay as security for the said John St.
David the said Jeptha Nichols shall answer the above land and Negro and stock
any time after giving ten days notice in the way of sale and the money remaining
from the sale of the said land Negro and stock shall first to the said James Nichols
the amount of money which he the said James Nichols is standing security for the
said John St. David and all the cost which may occur in making sale of the said
land and Negro and stock &c: In Testimony whereof the parties have hereunto
set their hands and affixed their seals this day and date first above written

John St. David
Jeptha Nichols
James Nichols

Suffolk County in the Clerk's office the 15th day of December 1863
This deed of trust between John St. David of the first part Jeptha Nichols
of the second part and James Nichols of the third part was acknowledged
by all of the parties thereto and admitted to record
Seal L.R. Brewster Esq