

Drake

To
Southampton
County

Examined

An Indenture Made the 8 day of May in the year 1743
between James Drake of the County of Southampton of the first part Testator R
Edwards of the said County of the second part and Nathaniel S. Surley and William
T. Surley of said County of the third part whereas the said Nathaniel S.
Surley and the said William T. Surley have been deceased to the said
James Drake the said Surley in a bond executed to James Dr.
Vigant for the sum of fifty dollars bearing date the day of first
year 1744 and payable at the day of in the year 1745 and the
said Surley in a bond executed to James Dr. Vigant for the sum of
fifty dollars bearing date the 21st day of March in the year 1744 and
payable at the 1st day of November in the year 1745 and the said
James Drake is desirous to discharge and save the said Surley
against all his and theirs from the said jointly and severally
indebtedness that for and in consideration of the premises and for the further
consideration of one dollar in hand paid by the said Testator R. Edwards
the receipt whereof is hereby acknowledged by the said James Drake and
by these presents gave grant bargain sell and convey unto the said Edwards
his heirs and assigns the following property to wit one acre lay here
and there of one or more acres and whole or built and made out but
and furniture six windows chairs one table three stools five and six
crockery ware of all kinds houses spoke together with other house hold
furniture together with all farming utensils to him belonging to cut his
ploughs three wheeled horse 15 also one good one four good wheels and let
of timber also the crop of one pasture fence and potatoes two growing one
certain piece of land or cultivation by the said Drake two square rods
one good stone two shafts and wheels and one good together with all
other property of every description which the said Drake has and shall
possess to have and to hold to have the said Edwards his heirs and assigns
forever upon trust Nevertheless that the said Edwards his heirs 15 shall first
the said Drake to remain in quiet and peaceable possession of the said
above named property until default be made in the payment of the
said sum of fifty dollars then by bond as aforesaid in which the said
Surley is security and also the said sum of fifty dollars due by the
in which the said Surley is security or until default be made in the
payment of either of the said sums in whole or in part then upon the
the further trust that the said Edwards shall 15 will be one of the
happening of such default of payment as he shall be required to do
the said Drake shall 15 Surley or either of them the said Edwards or administrators as to be
sell the said property above named a discharge of the time of sale of such
highest bidder after having given reasonable notice of the time of sale of such
and out of the proceeds of such sale shall after satisfying the debts due to the
and all other expenses attending the execution of the trust hereby to the
said James Dr. Vigant his heirs in the debt aforesaid and interest there
or such part thereof as may be due and the balance of any sum shall
pay to the said James Drake his heirs 15 But if the whole or any part
and interest shall be fully paid off and discharged to the said Vigant he
15 so that no default of the payment of time shall be made then the intention

is to be void in
part to that of
first before written

Southampton County
This Deed of sale
second part 1745
by said Drake

James Drake

Morrill

To

Edward James Morrill

Examined

Edwards

is J. Edwards

Deed from J. M.
of the second part
in the County of
Southampton County
James Dr. Morrill was
deed of property
payment of as
the rest of one
acre lay here

accomplishment of
J. Edwards Morrill and
said Edwards & Dr.
Deed Morrill 1745
of land to be
also the land of
and William Dr.
to have the said
the conveyance and
acknowledged by
and sold unto the
deceased let
all the right to
and interest to
the said Edwards
the said let one
acre land belong
always from Dr.
Morrill shall pay
said debt interest
his assignee or to
the said Edwards
affirmance of life
of property interest
or Edwards then
any is that to
shall not suffice