

and appertaining with all the estate right title and interest of the said Peter Ellsworth in and to the said granted or intended to be hereby granted tract or parcel of land and premises To have and to hold the said hereby granted or intended to be hereby granted tract or parcel of land and premises with its appurtenances unto the said Thos B Dorrell his heirs Executors administrators and assigns forever Until the said Peter Ellsworth for himself his heirs Executors and administrators do hereby covenant promise and agree to and with the said Thos B Dorrell his heirs Executors administrators and assigns forever in manner and form following that is to say that the said Peter Ellsworth his heirs Executors and administrators the aforesaid tract or parcel of land and premises with their appurtenances unto the said Thos B Dorrell his heirs Executors administrators and assigns against all person whatsoever shall and will warrant and forever defend by their power Upon Trust nevertheless that the said Thos B Dorrell his heirs Executors administrators and assigns shall permit the said Peter Ellsworth to remain in quiet and peaceable possession of the said tract or parcel of land and premises with its appurtenances until he the said Peter Ellsworth shall have received the full sum of one hundred and seventy four dollars and twenty seven cents in the whole or in part Until then upon the further trust that be the said Thos B Dorrell his heirs Executors administrators or assigns shall and will as soon after the happening of such default of payment as he or they may think proper or the said Saml Holt his Executors administrators shall request sell the said tract or parcel of land and premises with its appurtenances thereof belonging or such part thereof as the said Thos B Dorrell his heirs Executors administrators shall think sufficient for the purpose to the highest bidder for ready money at public auction after having fixed the time and place of sale as he or they own discretion and given at least twenty days notice thereof by advertisement posted up at stores or other public places in the highland of said land and at of the houses arising from such sale shall after paying and satisfying the charge thereof and all other expenses attending the premises pay to the said Saml Holt his Executors administrators or assigns the said sum of one hundred and seventy four dollars and twenty seven cents with the interest which may lawfully have accrued thereon or so much as may then be due of said debt and the balance of any shall pay to the said Peter Ellsworth his heirs Executors administrators or assigns: But if the whole of the said debt and the interest thereon accruing shall be fully paid off and discharged to the said Saml Holt his Executors administrators or assigns on or before the 25th day of December next so that in default of payment of said debt to him then this Indenture to be void and of no effect but of otherwise to remain in full force and virtue In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written

In presence of
Jacob Burns
B C Daighling
Rt. S Burns

Peter Ellsworth (Seal)
Thos B Dorrell (Seal)
Saml Holt (Seal)

Southampton County in the Clerk's Office the 17th day of April 1848
This Deed of Trust between Peter Ellsworth of the first part Thomas B Dorrell of the second part and Saml Holt of the third part was acknowledged by said Ellsworth and Dorrell two of the parties thereto and attested to be correct

John B R Edwards cc

John B R Edwards
cc