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ed by his said last will and Testament, given to his Executors discretionary
power and authority, in the case of Real estate to sell for Cash, or upon
such terms as they might deem most advisable, and convenient to the inter-
ests of his Estate and he the said O. Simmons did by his said will
constitute and appoint, Marklet Dyer and Nathaniel Simmons Executors
thereof; and whereas R. will was duly proved and admitted to Record
by the Court of Southampton the said Executors qualified their said Oath and
as before Testamentary; And whereas R. Executors after their qualifica-
tion and by virtue of the power vested in them as Executors, they the said
Executors have this day together with Marklet Dyer and Nathaniel Simmons
Simmons, who is such, would be entitled to a life right in one third of the
lands provided she formally renounced her husband's will bargained to
sell to the said Uguhart, the Lot or piece of Land hereafter mentioned
for the sum of \$3000.00 payable in three instalments, the punctual
payments whereof is to be secured by lands with approved security: This
Indenture, therefore witnesseth that the said M. Dyer and N.
Simmons Executors as aforesaid with Marklet Simmons witness as aforesaid
for and in Consideration of the sum of \$3000.00 secured to be paid as aforesaid
and also in Consideration of the sum of one dollar he the said Uguhart paid
by the said Uguhart before the making and delivery of these presents
have granted bargained and sold and by these presents do grant bargain
sell and convey unto the said Uguhart his heirs and assigns a certain
Lot or tract of Land (Amount as Lady Dyer) together with all and singular
the houses buildings and other improvements thereon and the appurtenances
thereunto belonging: the boundaries whereof may be seen by reference to
said Deed, from Peter D. Berchman to Wm. M. Dyer and N. Simmons
Machin to O. Simmons: To have and to hold the said Lot or tract of Land
together with the improvements & appurtenances to the said Uguhart his
heirs and assigns to the only proper use and behoof of the said Uguhart his
heirs & assigns forever: and the said M. Dyer, N. Simmons and Marklet
Simmons, for themselves and their heirs the hereby Covenant promise and agree
to and with the said Uguhart his heirs and assigns in Manner and form following
that is to say: That they the said Peter Dyer, N. Simmons & Marklet Simmons
for themselves & their heirs the said Lot or tract of Land with the appurtenances
as unto the said Uguhart his heirs and assigns against the claims or claims
of them the said Peter N. Simmons & Marklet Simmons and their heirs
and against the claims or claims of all and every present or present claiming
by through or under them or either of them, but against the claims or claims
of no other present or persons whomsoever, shall and will, by their presents
for ever warrant and defend: And witness whereof the parties hereto of the
first part, have hereunto set their hands and affixed their seals the day and
year first in this Indenture written.

Witness sealed & delivered
in presence of
R. Dyer
Peter D. Berchman
Edward L. Dyer
Southampton County in the Clerk's Office the 17th day of December 1847

M. Dyer
N. Simmons
Marklet Simmons

1847