

That Did of Truth made this 2^d day of January 1859, between William E. Hale and
 David W. Hale, the wife of said party, John C. Davis, son-in-law of the second party, witnesseth, that
 whereas Sarah A. Pease, Mrs. H. Pease, Jacob C. Pease, Luther A. Edwards and A. M. Jones are
 trustees for the said H. C. Hale and his heirs, each for one thousand eight hundred and eleven
 dollars and forty cents, dated Jan 2d, 1859, and general respectively, Jan 2d, 1859, Jan 2d,
 1859, Jan 2d, 1860, and Jan 2d, 1861, comprising interest from date at six
 per cent per annum, all of said funds due to said C. Pease, upon account of the payment of his
 debts, and when the said H. C. Hale is deceased and buried to stand and have the
 said within sum and interest from any day by reason of said death or life, and whereas further
 that the said funds are given in satisfaction of judgments against the said H. C. Hale in
 favor of H. C. Hale & Co. at present, at the Pease place, the parties of the first part
 do agree and covenants with general warranty to his said H. C. Hale, trustee, at present, to hold
 all his heirs forever, the following real estate tract, a certain tract of land in Saugerties
 County containing 1805 acres, to be paid over at his decease, bounded by the lands of S. H. Bishop,
 S. L. Head, H. C. Pease, C. A. Sims and others, some being the whole tract of land now in
 the possession of the said H. C. Hale, together with all and singular the appurtenances and
 impositions thereon in any way belonging, and the following personal real tract, sixteen
 head of horses and mules, and their foals, including
 twenty head of cattle and their future increase,
 one hundred and twenty head of oxen and their increase, one
 hundred and twenty head of fat hogs, two hundred and fifty barrels of corn, fifteen
 thousand pounds of bacon, fifteen hundred bushels of potatoes, together with all his
 furniture, implements, of every kind and description, consisting of one thousand four hundred and
 forty dollars, to be given and delivered worth, two stall and cold cases, household and kitchen
 furniture of every description, and other articles he said Hale has in the Summertime when
 he leaves an abidingplace on his stockhouse and shop of goods, that have fully been distringued
 by him. In trust to secure and save him from his expenses, debts, from any and all loss
 by reason of his said partnership. And it is specially agreed by all the parties herein,
 that the said H. C. Hale will annually, by the 3^d of May in each year, that one
 of the aforementioned lands known as, including the year 1859, amount to the said John
 C. Davis, a tract of land all told, so far as he may need during the year for the
 purpose of more effectually carrying out the intent and object of this deed. And it is
 further agreed by the said H. C. Hale, that he will never sell same and especially
 this described property, to be selected by his aforesaid son-in-law, his dwelling house, to work
 and amount to the said John C. Davis, and that the said John C. Davis
 shall receive to the benefit of his said son-in-law. And it is further agreed by the said
 H. C. Hale, that he will pay his life and such Companies as the said son-in-law may
 desire for out amount of five thousand dollars, which said Insurance shall extend to
 the benefit of his son-in-law as aforesaid, so long as they are bound for him or in case
 they should sustain any loss by reason of their failure, the premium on both the said
 and side policies, the said Hale shall himself be promptly payed. And it is further
 agreed by all the parties herein, that in default of the payment of either one of the
 aforementioned bonds or securities, his said H. C. Pease, or his personal representative,
 or either one of the said securities may direct the aforesaid trustee either mortgaging or in
 writing to sell the aforesaid property, real and personal, when such time as the last
 up to his said son-in-law, after 30 days written notice of time and place of sale,
 and in such manner, the trustee shall be entitled to a commission of five per cent on
 such sale. And it is further agreed that the failure of the said Pease to comply with
 any of the aforesaid stipulations, shall cause out of his son-in-law as aforesaid may direct
 the trustee to sell the aforesaid property, real and personal, when such time as the last
 and sealed.

G. C. Hale
 Wm. E. Hale
 (Seal)