

supposed to contain seven hundred and sixty four and two thirds acres more or less, and bounded by the lands of C. G. Barden, Wm. M. Bleeker, Wm. A. Byrnes & A. P. Riden and the Alleghenian river; it being the same tract on which the said parties of the first part now reside. The interest in the said tract hereby intended to be granted and conveyed is one undivided half or moiety of the whole of said tract, which said half was devised and bequeathed in his last will and testament by John McKinstry to the said Wm. J. McKinstry, and which was after wards, to wit, on the 19th day of October 1878 by Deed of Bargain & Sale, granted and conveyed by the said Wm. J. McKinstry to the said John P. Barkley. The said Wm. J. McKinstry did further grant and convey all of his interest in the said tract of land, by Deed of Trust, recorded in the Clerk's Office of the County Court of said County on the 27th day of October A.D. 1874 to Mrs. J. Kindred, Trustee, in order to secure a certain bond due to Joseph Proctor, but the said McKinstry has this day received a Deed of Release for the same, all of which interest of the said parties of the first part is hereby granted and conveyed by him as aforesaid. In trust to secure the payment of a bond due from the said Wm. J. McKinstry to the said John H. P. Cole for the principal sum of five hundred and fifty dollars (\$550.00 cents) which said bond is of even date with this Deed and bears interest one year after date, that is to say from April 11th A.D. 1880. And the said John H. P. Cole hereby expressly promises and agrees to and with the said parties of the first part, that he will indorse and give credit to the said Wm. J. McKinstry for the payment of the principal sum of said bond for the period of two years from this date, provided that interest on the same shall be promptly paid at the end of any year when it may fall due. But if the interest should not be so paid, further indulgence shall be at the discretion of the said Cole, or his personal representatives or assigns &c. And the said parties of the first part do hereby expressly agree, that in the event a sale of their said interest in the said tract of land shall be hereafter necessary to be made by the said Trustee in order to pay the said debt, the same may be sold as it now stands, if so directed by the said Cole, without a division or partition of the said tract of land.

Witness the following signatures and seals