

Have granted bargained sold and confirmed and by these presents do grant bargain sell and confirm the said Jacob Randolph Esq^r of Joseph Scott and his heirs and assigns forever One certain Tract or parcel of land in the aforesaid county containing just Amarae Acres more or less situated as followeth lying on the south side side of the road beginning at the foot of Black Water bridge and thence along the road to John Lutes well from thence along a line of marked trees a south course to David Banows line from thence along a line of marked trees an ebb and flow Black Water thence up Black Water to the foot of the bridge with all the appurtenances belonging or in anywise appertaining to the premises hereby granted or intended to be granted and the remains and reversions remain and remain and all services benefits and profits of the said land and premises and all the rights claims Interest and securities relating to the same to have and to hold the said land and premises unto the sd Jacob Randolph Esq^r of Joseph Scott and his heirs and assigns forever to the only proper use and behoof of the said Jacob Randolph Esq^r of Joseph Scott and his heirs and assigns forever and the said Daniel Simmons do hereby grant for him self and his heirs that he the said Daniel Simmons and his heirs and every of them shall and well warrant and for ever defende the said tract of land other premises and every part and whole thereof with all and singular the rights and appurtenances unto the said Jacob Randolph his heirs Esq^rs administrators or assigns shall after the first day of March in the year of Christ one thousand seven hundred and ninety seven or as soon as the sd sd Jacob Randolph his heirs Esq^rs administrators or assigns shall think proper or the said Daniel Simmons shall request (which ever of these two circumstances shall first happen) sell for the best price that can be gotten after giving ten days public notice the said land and premises, and out of the money arising from such sale discharge pay and satisfy to the Jacob Randolph Esq^r of Joseph Scott the above mentioned sum of three hundred and eighty two pounds eighteen Shillings with lawful interest from the 17th day of Nov^r one thousand seven hundred and ninety until the same shall be fully discharged and the expenses attend the drawing and recording this indenture and the contingent charges of the sale as aforesaid and every expenses that shall attend securing and obtaining the above mentioned money or performing any thing that is or shall be necessary relative to the interest of this indenture and that the said Jacob Randolph Esq^r of Joseph Scott deceased his heirs administrators or assigns shall pay or cause to be paid the over plus if any remain from such sale to the said Daniel Simmons his heirs Executors or administrators or to his or their order and the said Daniel Simmons doth further agree that if this tract of land shall not sell for the said sum of three hundred and eighty two pound eighteen Shillings and interest from the above date and other expenses thereby accruing that the said Daniel Simmons his heirs Esq^rs and administrators shall be bound to pay the deficiency if any to the sd Jacob Randolph Esq^r of Joseph Scott deceased his heirs Esq^rs or administrators order or assigns on demand for Money whereof we have been