

355

Joshua Gardner for and in consideration of the said debt of sixty  
 dollars due by him as aforesaid to the said Matthew Mills and  
 for and in consideration of the sum of One Dollar to him in  
 hand paid by the said ~~by the said~~ Ethelred Gardner and before  
 the making & delivery of these presents the full receipt whereof  
 is hereby acknowledged & from every part of which the said ~~the~~  
 Ethelred Gardner & all his legal representatives are forever released  
 and discharged hath granted bargained & sold & by these presents  
 doth hereby grant bargain & sell unto the said Ethelred Gardner his  
 heirs and assigns the certain tract or parcel of land lying and  
 being in the County and state aforesaid the boundaries whereof will  
 more fully appear from a former Deed executed from David  
 Darden to the said Joshua Gardner & being that wherein the said  
 Gardner now lives containing by estimation eighty four and a half  
 acres be the same more or less To have and anet to hold the  
 said Bargained Promises to him the said Ethelred Gardner his  
 heirs and assigns forever the title to which said lands the said  
 Joshua Gardner for himself his heirs executors & administrators hereby  
 covenants with the said Ethelred Gardner his heirs Executors and admors  
 forever to warrant and defend against the claim and claims of all  
 and every person and persons whomsoever but this indenture is  
 made & entered into upon this special trust & confidence nevertheless  
 left that if the said Joshua Gardner his heirs Executors and admors  
 shall fail to pay to the said Matthew Mills his heirs Executors and  
 assigns the said sum of sixty Dollars with the interest owing  
 thereupon on or before the twenty first day of October next then  
 the said Ethelred Gardner may and shall either at the request of  
 the said Matthew Mills his Executors or admors or the said Joshua Gardner  
 his Executors or administrators proceed to sell the said land with the  
 appurtenances for cash at publick auction having given two days  
 previous notice of the time & place of sale and out of the proceeds  
 of the said sale the said Ethelred Gardner is to pay to the said  
 Matthew Mills his Executors or admors the before mentioned debt of sixty  
 dollars with the interest <sup>thereon</sup> accrued thereon and the surplus if any  
 he is to pay to the said Joshua Gardner his Executors or admors <sup>if</sup>  
<sup>in whole or in part or part to the said Matthew Mills his Executors or admors</sup>  
 The said Joshua Gardner his heirs Executors or admors the said sum  
 of sixty dollars with the interest accrued thereon on or before the  
 aforesaid twenty first day of October next then the said Ethelred  
 Gardner is to release to the said Joshua Gardner his heirs  
 Executors or admors all the right title interest and estate hereby  
 conveyed to him in the before mentioned lands and the  
 said Joshua Gardner hereby covenants with the said Ethelred  
 Gardner & Matthew Mills that he will pay the said sum of  
 sixty dollars with the interest as aforesaid to the said Matthew

Ex

Ex