

the Land of James Howard on the east by P. M. Deke Land on the south by
 the Land of Elizabeth Bishop To have & to hold the said hereby granted
 or intended to be granted tract of Land & premises with its appurtenances together
 with household & kitchen furniture & stock of all kinds & Negroes named as follows
 Adeline Elm two of the name of Nelson unto the said Samuel H. Holmes his heirs
 & assigns forever to the only proper use & behoof of the said Land H. Holmes
 his heirs & assigns forever until the said Joshua Phipps for himself his heirs
 his executors administrators & assigns sells hereby covenant promise and agree
 to and with the said Land H. Holmes his heirs executors administrators the
 aforesaid tract of Land with premises with its appurtenances together with
 household & kitchen furniture & stock of all kinds & Negroes named Adeline
 Elm & two of the name of Nelson unto the said Land H. Holmes his heirs
 executors & administrators aforesaid all persons whatsoever shall & will warrant &
 defend by their persons upon Trust nevertheless that the said Land H. Holmes
 & his heirs executors & administrators shall permit the said Joshua Phipps to
 remain in quiet & peaceable possession of the said tract of Land & premises
 with appurtenances together with household & kitchen furniture & stock of all kinds
 & Negroes named Adeline Elm & two of the name of Nelson until default to be made
 in the payment of the said sum of thirty thousand dollars the penalty
 of the bond of administration either in the whole or in part, and then upon this
 further trust that he or his heirs executors & administrators shall & will so soon
 after the happening of such default of payment as he or his heirs executors
 & administrators may think proper or the said P. M. Bailey Wilbur Stephens
 & Joseph S. Council their heirs executors & administrators shall request sell the said
 tract of Land & premises with its appurtenances together with household & kitchen
 furniture & stock of all kinds & Negroes named Adeline Elm & two of the name of
 Nelson or such part of the hereby granted premises as the trustee or his Representative
 here hereby authorized to act shall think sufficiently for the purpose & shall think
 proper to sell to the highest bidder for ready money at public auction after
 having fixed the time and place of sale at their own discretion and given
 days notice thereof by advertisement to be set up at three different places of
 Note in the County of Southampton previous to the day of sale and out
 of the moneys arising from such sale shall after satisfying charges thereof and
 all other expenses attending the premises pay to the said P. M. Bailey Wilbur
 Stephens & Council or their heirs executors administrators the said sum of thirty
 thousand dollars or such a part thereof as is due on the redemption of the said
 of Debt Proport the with interest which may remain unpaid lawfully accrued and
 the balance if any shall pay to the said Joshua Phipps his heirs executors
 administrators & assigns but if the whole of the said sum of thirty thousand
 dollars or such part as is due shall be fully paid so that the said P. M. Bailey
 Wilbur Stephens & Council or their heirs shall not suffer or be before
 the 13th day of February in the year of our Lord eight hundred forty seven
 when the sum is payable so that no default of payment of said administration
 bond be made then this Indenture to be void or else to remain in full force
 virtue & in witness whereof the said parties to these presents have hereunto set their
 hands and affixed their seals the day & year above written
 Signed sealed & delivered
 in the presence of

Joshua Phipps (w)
 Land H. Holmes (w)