

and having so made and executed said promissory notes delivered the same to George W. Collins aforesaid of this District for and in consideration of a certain tract or parcel of land lying situate and being on Needy River formerly belonging to Hugh Stokes deceased and adjoining lands of Vardney McFee Alexander Norton Benjamin Gaps and G. W. and C. A. Parkins containing three hundred and ninety six acres more or less. and whereas the said George W. Collins then gave me his Bond under seal condition to make me good and sufficient titles upon the Payment of the aforementioned sum of money as Specified in the above mentioned promissory notes. and afterwards the said George W. Collins traded and sold all of said notes to Richard H. Jacobs of this district and has made me a title in advance of the payment of the money, Specified in and contemplated by the aforementioned promissory notes. in consideration that I would mortgage and pawn the aforesaid tract or parcel of land to the said Richard H. Jacobs. Now therefore know all men by these presents that I Osma Bailey for and in consideration of the sum of One dollar to me in hand paid by the said Richard H. Jacobs the receipt whereof is hereby acknowledged and in consideration of the premises above related, have granted bargained sold and released and by these presents do grant bargain sell and release unto the said Richard H. Jacobs all that tract or parcel of land above described together with all and singular the rights members hereditaments and appurtenances to the said premises belonging or in any wise appurtenant. To have and to hold all and singular the said premises unto the said Richard H. Jacobs and his heirs and assigns forever and I do bind myself my heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said Richard H. Jacobs his heirs and assigns from and against my heirs executors administrators and assigns or any one else lawfully claiming or to claim the same or any part thereof. Provided always nevertheless, and it is the true intent and meaning of the parties to these presents that if I the said Osma Bailey do and shall well and truly pay or cause to be paid unto the said Richard H. Jacobs the said debt or sum of money aforesaid with the interest thereon according to the true intent and meaning of the said promissory notes, then this deed of bargain and sale shall cease determine and be utterly null and void otherwise it shall remain in full force and virtue, and it is agreed between the parties to these presents that I Osma Bailey am to hold and enjoy the said premises until default of payment shall be made.

Witness my hand and seal on the twenty fifth day of February in the year of our Lord one thousand eight hundred and

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