presents and every Clause Matter and thing therein
Contained shall cease determine and be utterly null and
Void, any thing before to the Contrary in any wise Notwith=
=standing; and these presents are upon this special
Trust and Confidence that if it shall happen that default
be made by the said Benjamin Treacy his heirs or assigns
in the Payment of the said sum of Money with interest
thereon in the form and manner and at times and
periods hereinbefore specified, and According to the tenor
and effect of the five Bills obligatory before referred to then
and in such case the said Cumberland Dugan his Ex=
=cutors, administrators or assigns shall have full power
right and Authority to sell and dispose of the two pieces or
parcels of land abovementioned with the Premises and appur=
=tenances hereby bargained and sold without any further
delay he or they having previously given due notice thereof
and the proceeds of the said sale to apply in the first instance
to the payment and discharge of the sum of money and
interest abovementioned, and after discharging the said
sum and interest thereon Accruing as aforesaid, and defraying
the Charges and expences of the said sale, to refund and
Pay over the surplus of the proceeds thereof (if any) to the said
Benjamin Treacy his heirs or assigns, or to his or their order
and the said Benjamin Treacy for himself, his heirs
Executors and Administrators doth hereby Covenant and
agree to and with the said Cumberland Dugan his
Executors Administrators and assigns in Manner follow=
=ing that is to say, that he the said Benjamin Treacy his
Executors or Administrators shall and will well and truly
pay and Satisfy unto the said Cumberland Dugan his
Executors Administrators or his assigns the said sum
of One thousand six hundred and Seventy six pounds
five shillings Current Money with interest thereon from
the said thirtieth day of December in the Year afore
=said, by five equal and Annual portions or installments

to wit one fifth part or portion of the said sum of money
in each and every Year next ensuing the said thirtieth day
of December in the Year aforesaid until the same be satisfied
in the manner and form above specified, and agreeably to
the tenor and effect of the said five Bills obligatory, without
any fraud delay or defalcation whatever and further that
the said Cumberland Dugan his heirs or assigns shall and
may from time to time and at all times after default shall
happen in the payment of the sum of Money aforesaid and
interest thereon Accruing as above stipulated or any part
thereof peaceably and quietly have hold use Occupy possess
and enjoy all and singular the said two parts or pieces of
land, and Premises with the Appurtenances, and every part
and parcel thereof without the let suit hindrance eviction
disturbance or molestation of the said Benjamin Treacy his
heirs or assigns or of any person or persons Claiming or to
claim by from or under him them, or either of them, and
further that he the said Benjamin Treacy his heirs or assigns
shall and will at any time or times after default made
in the payment of the said sum of Money with interest
or any part thereof Contrary to the Covenant and proviso
hereinbefore in that behalf Contained make, do and execute
any other or further deeds and Assurances in the Law for
the better and more absolute Conveying assuring and con=
=firming the above two parcels of Ground and Premises
with the appurtenances free and discharged from all equity
of redemption to the said Cumberland Dugan his heirs
and assigns for ever as by him or them or his or their
Counsel learned in the law shall be reasonably advised
devised or required; and further it is covenanted and
and agreed upon by and between the parties to these
presents and it is the true intent and Meaning of the
same, that until default and failure shall be made
in the Payment of the said sum of Money with interest
in the Manner and form above stipulated for the