Whatsoever to the said Tracts or Parcels of Land or any or either of them belonging or in any wise Appertaining and the Reversion and Reversions Remainder and Remainders Rents Issues and Profits of the said Premises with the Appurtenances and every part thereof and all the Estate Right title Interest Use trust property Claim and Demand Whatsoever of him the said Samuel Ashmead of in or to the said Premises or any part thereof To have and to hold the said Several Tracts or Parcels of Land and every of them and all and Singular the Premises With their and every of their rights Members and Appurtenances unto the said Abraham Whitaker and Thomas Briarly their heirs and Assigns to the only proper use and behoofe of the said Abraham Whitaker and Thomas Briarly their heirs and Assigns for ever Provided always and upon Condition Nevertheless and it is hereby agreed by and Between all the said Parties to these presents that if the said Samuel Ashmead his heirs Executors Administrators or Assigns or any of them do and shall Within six Calender Months from the Date hereof Well and truly pay or Cause to be paid the Several sums of money Tobacco and Costs of Suit in the Recital to this Indenture before Mentioned and Ascertained together with all Interest that may Accrue or Arise on the same or any part thereof And also shall Well and truly within the time aforesaid Exonerate Discharge and release the said Abraham Whitaker and Thomas Briarly of & from the payment of the several sums of money Tobacco and Costs of Suit and all Interest that shall Arise due thereon And also of and from all and every sum and sums of money which they may engage as Security with the said Samuel Ashmead for to be Applied to the Discharge of the said Debts or any—

part thereof and also shall and Will pay and satisfy Within the time aforesaid unto the said Abraham Whitaker and Thomas Briarly all such sum and sums of money and Tobacco as they shall advance or pay in discharge and satisfaction of the said Debts as aforesaid or either of them then this present Indenture and all the Estates hereby granted shall Cease Determine and be Utterly Void and of none Effect any thing herein before Contained to the Contrary thereof Notwithstanding And the said Samuel Ashmead for himself and his heirs doth Covenant promise grant and agree to and With the said Abraham Whitaker and Thomas Briarly in Manner and form following that is to say that if Default shall be made in the proviso or Condition aforesaid that then the said Abraham Whitaker and Thomas Briarly shall and lawfully may after Breach of the said Proviso Within a Convenient time on the said Premises having first given Notice of such time in the Public Gazette of this Province and the Province of Pensylvania set up and Expose to Sale to the highest bidder the said Lands and premises herein before mentioned and out of the monies Arising from such sale shall and May pay and Discharge the said Several Debts for which they are as aforesaid bound and liable and shall and may Retain and keep in their Own hands all such sum and sums of money which they shall or may pay or advance or become liable for in Discharge and Satisfaction of the said Several Debts as aforesaid and that he the said Samuel Ashmead and his heirs shall and Will at all times hereafter (after the Breach of the proviso aforesaid) Upon the reasonable request and at his Costs and Charges in the Law make Do and Execute or Cause to be made done and Executed all and every such further and other lawful and reasonable act and Acts thing and things Conveyances and Assurances in the Law Whatsoever for the further and better Assuring and Conveying of all and singular the said Premises unto the said Abraham Whitaker and Thomas Briarly their heirs and Assigns or unto the person or Persons Who shall be the highest bidder or Bidders at the