mentioned or intended to be hereby granted and Conveyed with their and every of their appertenances unto the said Richard Grahame his heirs and assigns to and for the only proper use of him the said Richard Grahame his heirs and assigns forever, subject as herein after mentioned that is to say provided always Nevertheless and it is hereby declared and agreed by and between the said parties to these presents that if the said Joseph David his heirs executors or administrators shall and do well and truly pay or Cause to be paid unto the said Richard Grahame his executors administrators or assigns the full and just sum of four hundred and thirty pounds on or before the sixth day of October next ensuing the date of these presents together with the legal interest for the same and also all such further sum or sums of money as may hereafter become due and owing by the said Joseph David to the said Richard Grahame without any deduction or debatement for and in respect of any Charge attending the payment and receipt thereof or otherwise whatsoever. Then and in such Case the said Richard Grahame his heirs and assigns shall and will at the proper Costs and Charges, and at the request of the said Joseph David his heirs executors administrators or assigns reconvey unto the said Joseph David his heirs or assigns or to such person or persons as he or they shall for that purpose nominate and appoint the said lots or parcels of land, schooner, negroes, horse and other chattles and all and singular the premises hereby granted and Conveyed or mentioned or intended to be and every part thereof with the appertenances and all the estate and interest of him the said Richard Grahame his heirs or assigns therein free from all incumbrances had made or done by the said Richard Grahame his executors administrators or assigns respectively, Joseph David for himself his heirs executors and administrators doth hereby Covenant grant promise and agree to and with the said Richard Grahame his executors administrators and assigns in manner following that is to say that he the said Joseph David his heirs executors administrators or assigns shall and will well and truly pay or Cause to be paid to the said Richard Grahame his executors administrators or assigns the said sum of four hundred and thirty pounds with legal interest for the same and also all such further and other sums of money as shall hereafter become due and owing by him the said Joseph David to the said Richard Grahame at such time and in such manner as is herein before mentioned for payment thereof according to the true intent and meaning of the aforesaid proviso without any deduction defalcation or abatement whatsoever for on in respect of any Charge attending the recovery receipt or payment thereof or otherwise howsoever. and farther that from and after default shall happen to be made in payment of the said sum of four hundred and thirty pounds or any part thereof or of the interest thereof contrary to the true intent and meaning of the above written proviso and Covenant for the payment thereof it shall and may be Lawful for the said Richard Grahame his heirs and assigns to enter into and from thenceforth peaceably and quietly to have hold and enjoy the said lands and premises with the appertenances and to take the profits thereof to his and their own use and uses without the let hindrance interruption or denial of him the said Joseph David his heirs or assigns. And whereas it is hereby Consented to declared and agreed by and between the said parties to these presents, and the said Joseph David doth hereby for himself his heirs executors administrators and assigns

Covenant and agree to and with the said Richard Grahame his heirs executors administrators and assigns that from and immediately after default shall happen to be made of or in payment of the said sum four hundred and thirty pounds and interest thereon or any part thereof Contrary to the true intent and meaning of the above written proviso and Covenant for the payment thereof it shall and may be lawfull to and for the said Richard Grahame his heirs and assigns at any time or times thereafter to grant bargain sell release and Convey the Land, schooner, negroes, horse and other Chattles and premises hereby granted and Conveyed or mentioned or intended so to be with their and every of their appertenances and every or any part and parcel thereof and the fee simple and inheritance thereof to any purchaser or purchasers for the best price or prices that may be reasonally got for the same freed and absolutely discharged of and from the before mentioned proviso for the redemption thereof and all right and equity of redemption thereupon therein or thereto as fully effectually and absolutely to all intents and purposes as if such equity of redemption had been then legally and absolutely foreclosed by virtue of any decree or decrees of any Court or Courts of equity whatsoever or any proceedings therein or thereupon any thing herein to the Contrary thereof in any wise notwithstanding and that out of the monies arising by such sale it shall and may be lawfull to and for the said Richard Grahame his heirs or assigns to deduct retain and pay to him or themselves in the first place what shall be then lawfully due to him or them as well on account of the aforesaid sum of four hundred and thirty pounds and interest as of any other or farther sum or sums of money which shall or may hereafter become due from the said Joseph David to the said Richard Grahame according to the true intent and meaning of the before written proviso and Covenant for the payment thereof together with all Charges Commission and expenses attending such sale or sales and the receipt and payment of the said moneys or any ways relating thereto and with respect to the residue or balance of the money arising by such sale as aforesaid if any there shall be the same shall be paid by the said Richard Grahame his heirs or assigns unto the said Joseph David his heirs executors administrators or assigns, and that thereupon the said Richard Grahame his heirs and assigns shall and will forthwith grant and reconvey unto the said Joseph David his heirs or assigns all such parts and parcels of the land, schooner, negroes horse and other Chattles and premises hereby granted and Conveyed or intended so to be as shall or may be remaining unsold as aforesaid freed and discharged from all incumbrances had made suffered or done by the said Richard Grahame his heirs and assigns. Provided always and it is hereby expressly declared Covenanted and agreed that the said Joseph David and his heirs or any other person having or lawfully Claiming or which shall or may lawfully Claim any right title or interest either in law or equity of into or out of the land, schooner negroes horse and other chattles and premises aforesaid or any of them or any part of them shall and will from time to time and at all times hereafter from and after default shall happen to be made of or in payment of all or any part of the sums of money herein before expressed and mentioned Contrary to the form and effect of the aforesaid proviso and Covenant for the payment of the same upon every reasonable request and at the Cost & Charges of the said Joseph David his heirs executors administrators and assigns made do acknowledge execute and suffer or cause to be made done executed acknowledged