

and payable, then this Indenture and every clause thereof shall cease determine & be of none effect otherwise to remain in full force virtue & effect. And the said Henry G. Butler for himself his heirs, executors & administrators & assigns doth hereby covenant that he will pay said promissory notes hereinbefore mentioned with such interest as may be due thereon to the said Joseph Bell his executors, administrators & assigns on the days & at the times the same shall severally become due & payable - And lastly it is hereby further stipulated & agreed by & between the parties to these presents that in the mean time & until default shall happen to be made of or in payment of said notes or some part thereof contrary to the form & effect of the foregoing proviso & covenant for the payment of the same it shall & may be lawful for the said Henry G. Butler his heirs & assigns to occupy use & keep possession of said property anything herein contained to the contrary thereof notwithstanding.

In testimony whereof the said Henry G. Butler hath hereunto set his hand & seal the day & year first above written.

Sealed & delivered

H. G. Butler Seal

in presence of

J. G. Stanly

William Sanders

State of North Carolina

Brauer County October 22nd 1834.

There was the due & legal execution of the foregoing mortgage acknowledged before me by the grantor Henry G. Butler. Wherefore let said mortgage be Registered.

Presented & delivered for

J. G. Stanly Clerk of

Registration October 22nd 1834

Brauer County Court

Registered October 23rd 1834

This Indenture made and executed this twentieth day of October A.D. 1834 by & between Joseph M. Morris & Nancy Morris his wife of the County of Brauer and State of North Carolina of the one part and William Muse of the County and State of the other part witnesseth that the said Joseph Morris & Nancy Morris for & in consideration of one hundred & fifty dollars to them in hand paid by the said William Muse at & before the signing & delivering of these presents, the receipt whereof is hereby acknowledged have granted bargained & sold & by these presents do grant bargain & sell unto the said William Muse & his heirs & assigns forever a certain tract or parcel of land situate lying & being in Brauer County aforesaid on the North side of Bay River bounded

as follows Beginning at the west corner of the dividing line between Solomon M. Jones and Nancy Morris. N^o. 45 W^t 97 poles. Est. 900 poles; N^o 34 W^t. 5 poles, N^o 90 W^t 90 poles. N^o 53 W^t 95 poles. N^o 10 Est 10 poles, West 160 poles N^o 100 poles. N^o 62 W^t 300 poles. & thence to the beginning containing One Hundred & sixty eight acres. I have and to hold the tract or parcel of land herein bounded & described with all its appurtenances therunto belonging to the said William Muse his heirs & assigns forever. And the said Joseph M. Morris & Nancy Morris his wife for himself & her self their heirs & assigns forever to & with the said William Muse his heirs & assigns forever do hereby covenant & grant the said tract or parcel of land herein before bounded & described with its appurtenances against the lawful claims of heirs of Joseph M. Morris and Nancy Morris & warrant & defend it against the lawful claims of all other persons whatsoever unto the said William Muse his heirs & assigns forever. In testimony whereof the said Joseph M. Morris & Nancy Morris hath hereunto set their hands & seals the day & year first written above.

Signed Sealed and
delivered in presence of }
Thomas Lincoln }

Joseph M. Morris Seal
Nancy Morris Seal

State of North Carolina, Before William Norwood one of the judges of the Superior Courts of Law & Equity for the State aforesaid personally appeared on this 20th day of October 1834 Joseph M. Morris & Nancy Morris his wife & severally acknowledged the due & legal execution of the foregoing deed. & the said Nancy Morris wife of the said Joseph M. Morris being on the day aforesaid examined by me privately & apart from her said husband as to her free consent in executing said deed, did on her private examination declare, didn't acknowledge that her consent to the execution of this deed was in any manner under the year control or compulsion of her said husband but of her own free will & consent. Wherefore let this deed & the two certificates be registered.

W^m Norwood

This Indenture made & executed this eighth day of September in the year of our Lord One thousand eight hundred & thirty four by & between Joseph Bell of Newbern State of North Carolina of the one part, and Henry G. Butler of Beaufort State of North Carolina of the other part, witnesseth that the said Joseph Bell for and in consideration of twelve thousand dollars to him in hand paid by the said