

eight hundred and forty-four between John A. Leland, Superintendent of Public Works of the State aforesaid, of the one part, and Smathan Ward, of the other part:

Whereas, The said Smathan Ward stands indebted to the said John A. Leland, Superintendent as aforesaid by Bond for the sum of Fifty Nine Dollars and twenty-one cents, payable in three annual instalments, with interest from the date thereof, That is to say, one third part, with interest, on the seventeenth day of July, 1845, one other third part, with interest, on the seventeenth day of July, 1846, and the remaining third part, with interest, on the seventeenth July, 1847.

Now this Indenture witnesseth, That the said Smathan Ward, for and in consideration of the said debt or sum, payable as aforesaid, to the said John A. Leland, Superintendent as aforesaid, and for the better securing the payment thereof, to the said John A. Leland, Superintendent aforesaid, and also in consideration of the sum of One Dollar by him to the said John A. Leland, Superintendent as aforesaid to the said Smathan Ward in hand paid at and before the making and delivery of these presents, do Grant, Bargain, Sell, Release, Convey and Confirm unto the said John A. Leland and to his Successors in office, or Assigns, forever all that tract or parcel of land situated in Greenwich District in the head waters of South Packolet River, containing Seven hundred and three Acres, more or less, said tract was surveyed by Smathan Ward as Vacant Land on the 12<sup>th</sup> March, 1824. Together with all and singular the Rights, Members and Appurtenances thereto belonging, or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, to have and to hold the said tract of land, with the appurtenances, unto the said John A. Leland, his Successors in office, or Assigns for ever:

Provided always nevertheless, and it is the true intent and meaning of the parties to these presents, that if the said Smathan Ward his heirs, executors or administrators, shall well and truly pay or cause to be paid unto the said John A. Leland his Successors in office or Assigns, the sum of Fifty-nine Dollars and twenty-one cents according to the Bonds above mentioned, then and from thenceforth these presents shall be utterly null and void, any thing herein contained to the contrary thereof in any wise notwithstanding. And it is covenanted and agreed upon, by and between the parties to these presents, that until default shall be made in payment of the aforesaid sum, as before set forth, and the interest for the same, it shall and may be lawful to and for the said Smathan Ward peaceably and quietly to hold, use, occupy, possess and enjoy all and singular the premises above granted and accorded, and every part thereof, with the appurtenances, and to have, receive, and take the rents, issues and profits, to his own particular use and behoof, any thing herein contained to the contrary hereof in any wise notwithstanding.

In witness whereof, The said parties to these presents, have hereunto set their hands and seals, the day and year first above written.