premises with the appurtenances so conveyed to the said Charles Birkbeck as aforesaid in Trust that the same should be sold in Order to satisfy the said Thomas Usher his Debt & Interest aforesaid unless the said Charles Birkbeck should discharge the same on or before the tenth day of October then next ensuing And whereas the said Charles Birkbeck having neglected to pay the said Thomas Usher deceased the said Debt and Interest as aforesaid did afterwards agree with the said Thomas Usher to sell and Convey the said Thomas Usher and his assigns all his right Title and Interest of in and to the above described part of a Lot of Land and premises aforesaid for the sum of One Thousand five Hundred and twenty five pounds in part of the Debt due to the said Thomas Usher as aforesaid & to execute to the said Thomas Usher or his assigns a Good Conveyance for the same & according put the said Thomas Usher in possession thereof but the said Chas Birkbeck died without having executed a Deed for the said premises According to his said Agreement and Administration of all the Goods Chattles and Effects of the said Charles Birkbeck hath been granted since his decease unto Thomas Conte who by his Certain Indenture bearing date the twenty fourth day of November One Thousand Seven Hundred and Eighty five in pursuance of the said Agreement Granted bargained sold assigned and set over unto the said Thomas Usher his Executors Administrators and assigns all the above mentioned part of a Lot of Land and premises with the Buildings Improvements and appurtenances thereunto belonging and all his the said Thomas Contes Right Title and Interest therein as Administrator of the said Charles Birkbeck deceased; And whereas the said Thomas Usher deceased did in his life time bargain and sell to the said Charles Crookshanks all the above mentioned part of a Lot of Land and premises with the Buildings and Improvements thereon and the appurtenances thereunto belonging and all his Right Title and Interest therein as well as Term of Years yet to come thereof for the sum of One Thousand six hundred pounds Current Money whereof the sum of Eight Hundred pounds Current Money was paid to the said Thomas Usher in his life time and the said Charles Crookshanks was Accordingly put in possession of the said above described Lot of Land and premises by the said Thomas Usher in his life time

(but)

but the said Thomas Usher died before the Residue of the said purchase Money was paid or any Deed of Conveyance executed for the same having before his death duly made and published his Last will and Testament in writing and thereby appointed the said Thomas Usher, Joseph Donaldson Samuel Johnson and Joseph Usher the parties to these presents Executors of his last will and Testament who have duly proved the same —

Now This Indenture witnesseth that the said Thomas Usher Joseph Donaldson and Samuel Johnson and Joseph Usher Executors of the Last will and Testament of the said Thomas Usher deceased for the Consideration aforesaid and also for and in Consideration of the sum of Eight Hundred pounds Current Money the Residue of the said purchase Money which remained due and unpaid to the said Thomas Usher deceased to them the said Executors in hand paid by the said Charles Crookshanks at and before the Sealing and delivery of these presents the Receipt whereof is hereby Acknowledged Have granted bargained Sold assigned transferred set over and Confirmed and by these presents Do grant bargain sell assign transfer set over and Confirm unto the said Charles Crookshanks his Executors Administrators and assigns all the Above mentioned and described part of a Lot of Land Buildings and premises with the Appurtenances Together with all and singular the Improvements Emoluments and Advantages to the same belonging or in any wise appertaining and all theirs the said Thomas Ushers Joseph Donaldsons, Joseph Usher's & Samuel Johnsons Right Title Interest term of Years yet to come and unexpired Use Trust claim and Demand whatsoever as Executors of the said Thomas Usher deceased of in and to the same and every part thereof both in Law and Equity to have and to hold the said above mentioned and described part of a Lot of Land Buildings and premises with the appurtenances unto the said Charles Crookshanks his Executors Administrators and assigns for and during the Residue of the term of Years yet to come and unexpired of the said Ninety nine Years above Mentioned together with the benefit of Renewment from time to time forever he and they paying therefor Yearly and every Year the said Rent of three pounds Sterling Reserved on the said premises and also the fine as often as the same shall be Renewed According to the Covenants Contained

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