And Estate in the Mine Lands in Ann Arundel County Purchased by the said Company for the Use of the said Furnace and Forge, And which said Lands Negroes are also Mentioned in the Schedule hereunto Annexed. And this Indenture further Witnesseth that the said John Dorsey for the further Securing the payment of the Debts aforesaid hath given granted Assigned and Sett over and by these presents doth hereby give grant Assign and sett over to the said Thomas Dorsey his Executors Administrators and Assigns all those bonds and Obligations Notes of Hand Protested Bills Contracts for Tobacco Judgments Accounts and Claims which are Mentioned & Discribed in the Scedudule hereunto Annexed and all his Right and Interest in the same and in the Principal Moneys and Interest due and Arising thereon or which may hereafter Arise and Accrue and also all his right in and to an Assignment of the Judgment Specified in said Schedule And the said John Dorsey doth hereby appoint the said Thomas Dorsey his true and Lawfull Attorney in his Name but for the Use and Benefit of the said Thomas Dorsey to ask Demand and receive the said Principal Moneys and Interest due or accrueing on the said Bonds Obligations Notes of Hand Protested Bills Contracts for Tobacco Judgements accounts and Claims and on refusal thereof to Sue and Prosecute for the same and whereas the Bond Executed by Luther Martin Esqr which is Mentioned in the Scedule hereunto Annexed was given as a security for the Payment of the Consideration Money for Lands Purchased of the said John Dorsey, the said John Dorsey Doth hereby Constitute and appoint the said Thomas Dorsey his true and Lawfull Attorney in his name to Execute such Deed to the said Luther Martin Esqr and his Heirs for the said Land as Shall Effectually Convey the same According to Contract and Whereas the Claims and Demands against the said Partnerships aforesaid are very Pressing and will not Admit of Delay it is hereby Declared that the Property Herein Conveyed to the said Thomas Dorsey is in trust and to the Intent and Purpose that he and his Heirs shall with all Convenient Speed sell and Dispose of the whole or any Part of the said Property for Ready Money Together or in Parcells at the best rates or Prices that may be Conveniently had or Obtained for the Same Provided, However the said Sales be Publickly made After Advertisement in the Baltimore Paper and Notice of the time and Place Thirty days before such Sales And it is hereby Declared that Out of the Moneys Arising from the said sales and which may be received or Collected on the Bonds aforesaid Protested Bills Notes of Hands Tobacco Contracts Judgment account and Claims the said Thomas Dorsey shall in the first Place pay off and satisfy all such sum or sums of Money as he himself hath been Obliged to pay or secure to be paid for the said John Dorsey on account of the said Partnerships and in the next Place pay of and satisfie the Debt which the said John Dorsey owes to the said Partnerships afterwards the said John Dorsey shall pay and satisfy his own private Debt and then pay and satisfy the said John Dorsey Proportion of the Partnerships Debts and then if there should be a Surplus to apply it in the payment of the Debts Contracted by the said John Dorsey on his Private Account and the said Parties doth hereby Covenant and agree and it is the Express Condition of this Instrument of Writing that if any other Creditor or Creditors will pay or satisfy the Debt or Debts aforesaid of the said John Dorsey due as aforesaid to the said Thomas Dorsey and on account of the said Partnerships that on such payment and Satisfaction the said Creditor or Creditors entitled to have a Conveyance of all the Property herein Conveyed with the Like trust Powers and Authority and shall have the preference of all other Creditors On Condition however of holding the surplus if any in trust for other Creditors Provided Nevertheless that such Creditor or Creditors Propose and tender such payment within thirty Days After Advertisment of this Clause in the Baltimore News Paper and the said John Dorsey Doth hereby Covenant and agree that he will not release or Discharge

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