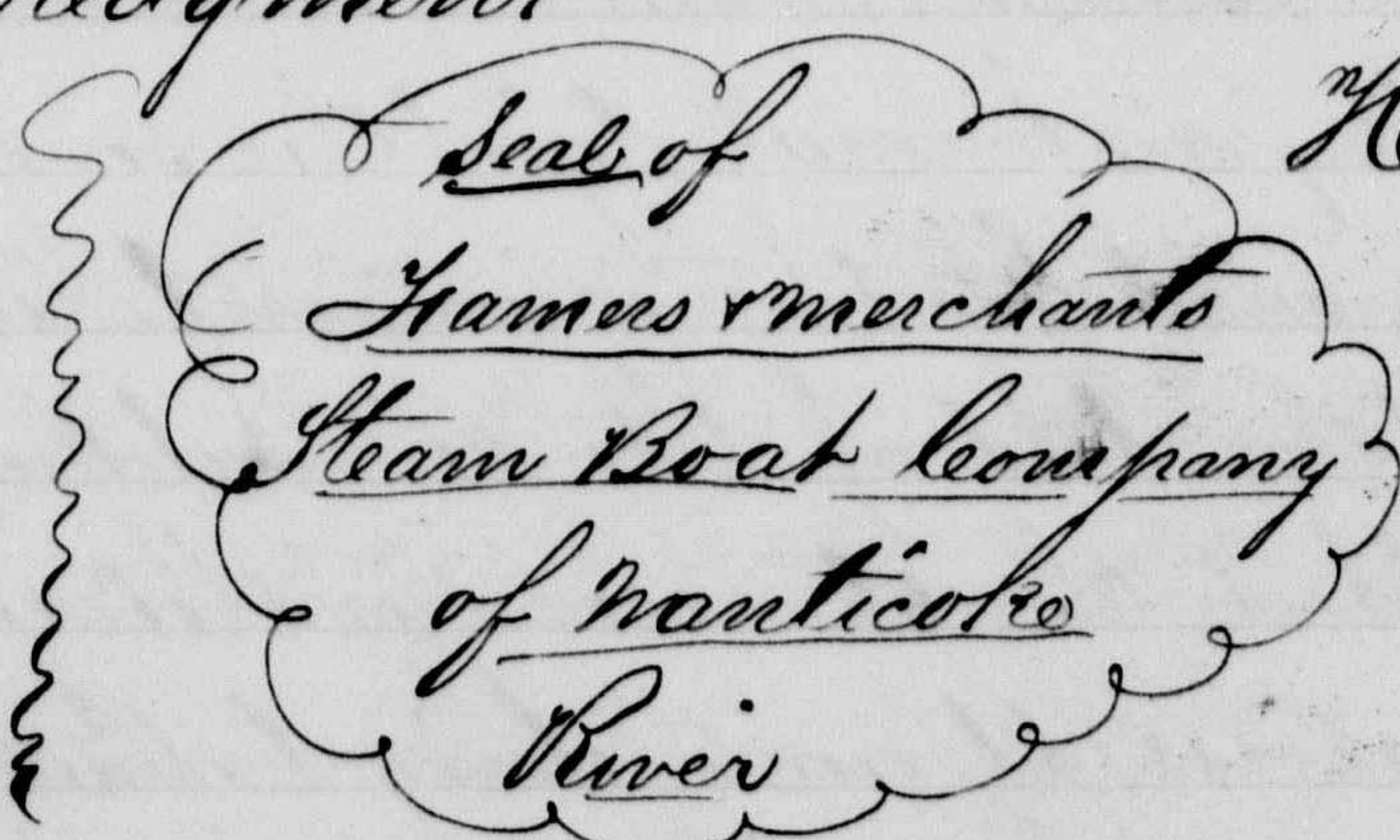


Provided nevertheless that if the said parties of the first part do and shall well and truly pay or cause to be paid to the said parties of the second part their Executors administrators or assigns the portion of the purchase money for said Boat remaining unpaid according to the tenor and effect of the following promissory notes, that is to say one note of Parsons & Rider at 6 mos. from July 25<sup>th</sup> endorsed by Hooper Q. Hicks Pres. for \$3433<sup>33</sup>/<sub>100</sub> int. included in note one note of same parties at 12 mos. from July 25 for \$3333<sup>33</sup>/<sub>100</sub> int. included in note one note of Hooper Q. Hicks. Pres. at 6 mos. from same date for \$2366<sup>66</sup>/<sub>100</sub> and interest, one note of same party at 12 mos. from same date for \$2366<sup>66</sup>/<sub>100</sub> and interest, and four notes two of Rot Turner at 6 & 12 mos. from July 25 for \$171<sup>07</sup>/<sub>100</sub> + 176<sup>06</sup>/<sub>100</sub> and two notes of G. G. & J. Turner at 6 & 12 mos. from same date for 137<sup>32</sup>/<sub>100</sub> + 141<sup>24</sup>/<sub>100</sub> interest included in the notes. When these presents and every matter and thing herein contained shall be null and void - And it is hereby declared that until the payment of the said promissory notes the said party of the first part shall keep the said Steamboat insured for the sum of twenty thousand dolls or so much thereof as may protect the payment of all the unpaid notes given by said company on account of the purchase of said steamboat assigning the policy therefor to the said parties of the second part - And it is hereby declared that should the said parties of the first part fail to pay the notes aforesaid or any one of them, or fail to insure and assign the policy as aforesaid, the said parties of the second part their Executors administrators or assigns may upon giving ten days notice in one or more newspapers published in Baltimore set up and expose to sale at public Auction, the said Steam Boat Kent and her appurtenances, and appropriate the proceeds of such sale to the payment of the remaining unpaid portion of the said purchase money, and interest, and the expenses of said sale as though the same had been made under the decree of a Court of Chancery - In testimony whereof the said parties of the first part have hereto set their seal and caused their president to affix his name on the day and year above written, having first authorized and appointed C. B. Jones their true and lawful attorney to acknowledge these presents as their act and deed before any person competent to make such acknowledgment

Signed sealed and delivered

in presence of  
the words nanticoke being first  
stricken out of and nanticoke  
river interlined  
Thos. Donnan



Hooper Q. Hicks  
President

State of Maryland City of Baltimore. On this 19<sup>th</sup> day of September 1857 before the subscribers a Justice of the peace of the said State in and for the said City personally appeared C. B. Jones who I am satisfied of my own knowledge is the person named and described as and professing to be the party appointed attorney in the foregoing Indenture and acknowledged the same to be the act and deed of the Farmers and Merchants Steam Boat