

the twenty seventh day of December, eighteen hundred and forty nine, payable to Christiana M. Wathington, for five hundred and thirty seven dollars and fifty cents, twelve months after date; for the purpose of securing the said Thomas P. Gantt from all risk and liability, and to indemnify him from all loss and costs, on account of his suretyship, upon the bond and recognizance as aforesaid, the said Levi L. Fayman is willing to execute these presents. Now this Indenture witnesseth, that for and in consideration of the premises, and also of five dollars, in hand paid by the said Thomas P. Gantt, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Levi L. Fayman hath granted, bargained sold, transferred, and assigned to the said Thomas P. Gantt his Executors, Administrators and Assigns, all the bonds, notes ~~or~~ evidences of debt upon which William M. Burch, and William Tinton parties are liable, now held by him, and also all the money debt and claim, due to one from the said Burch and Tinton, or either of them, and also five horses, one yoke of oxen, fifteen hogs, one, or cart, one negro man named Valley, and all the farming utensils of the said Levi. To have and to hold, all the said bonds, notes, evidences of debt, and other the above described personal property unto the said Thomas P. Gantt, his executor, administrators and assigns, to his and their only use and behoof. Provided always, and it is declared to be the true intent and meaning of these presents, that if the said Levi L. Fayman shall well and truly keep the recognizance as aforesaid, according to the terms and condition thereof, and also pay and satisfy the full amount of the bond above recited, in which the said Thomas P. Gantt is surety for the said Fayman, and in all respects save harmless, and indemnify the said Thomas P. Gantt, his executor, administrators and assigns, from all payment, charges, losses or costs, on account of his suretyship for the said Fayman, in the recognizance and bond aforesaid, then and in such cases, these presents and every matter and thing therein contained, shall cease, determine, and be utterly void to all intents and purposes whatsoever, anything herein contained to the contrary, notwithstanding. And it is further understood and agreed by the parties to this Indenture that the said Levi L. Fayman will deliver to the said Thomas P. Gantt, the notes or bonds of the said Burch and Tinton to be held by him for the purpose above mentioned and also that the said Gantt shall