

The Conditions of this sale of the property described in the annexed advertisement, are as follows, to wit.

The highest bidder shall be the purchaser. The purchase money shall be paid as follows, to wit. One fourth thereof on the first day of April next: The residue thereof to be secured on the premises by bond and Mortgage payable on first of April 1853, with Lawful interest from 1<sup>st</sup>. April next. Or if the purchaser prefer, he may pay a greater portion or the whole on the first of April next; of which he is to give notice at the close of the sale.

Possession of and a good deed of conveyance will be given to the purchaser on the first of April next, on the payment and securing of the purchase money as aforesaid, clear of all incumbrances [sic], except the Taxes for the year 1852; and the yearly ground rent of Twenty eight shillings sterling accruing from and after the first of May next, which the purchaser must pay. The purchaser shall pay for drawing the title papers.

In case the property be sold in separate parcels, each parcel to be subject to a proportionable [sic] part of said ground Rent, as marked in the Draft or plot thereof:

As soon as the premises are struck down the purchaser shall sign a written engagement with security approved by the undersigned for the payment of the purchase money and for his compliance otherwise with these conditions. If the purchaser fail to comply with these conditions, he shall pay all loss. Costs and damages arising on a resale of the premises – any advance on which to be for the use of the vendor.

Given under my hand and seal this 6<sup>th</sup> day December 1851.

W. Carpenter

Agent

I, Abraham W. Russel acknowledge that the premises mentioned and described in the annexed advertisement and the foregoing conditions were this day struck down to me at public vendue [sic] for the sum of Three thousand nine hundred and fifty one dollars which I acknowledge was my bid.

MG96\_Folder027\_Insert2\_18511206

Therefore I do hereby covenant and promise to pay said purchase money as mentioned in the within conditions and in case I will pay more than the one fourth thereof on 1sst April next, I will give notice to Mr. Buchanan on or before the first of March next.

And I James Buchanan the owner of the premises sold do hereby covenant and promise to fulfill the within conditions as signed by W. Carpenter as Agent

Witness our hands & seals this 6<sup>th</sup> day of December 1851.

Abm W Russel  
James Buchanan

Witness  
Peter Lang

[On back: Conditions of sale/ Hon. James Buchanan/ Dec. 6, 1851