

At a Court held for the County of Southampton on the 15th day of Aug.
1800. This Indenture was acknowledged by Moody Collier and William
Gimmons two of the Commissioners Lingo and Samuel Kello and being
deposed that they believed the signature of Robert Goodwin one of the
Commissioners to be the hand-wright of the said Robert and is ordered
to be recorded —

Barker
Los
Angeles

This Indenture made this 10th February one thousand eight hundred and eight Between Richard Barker of Southampton County Virginia of the one part and Robert Malby of the said County of the other parts Witnesseth that the said Richard Barker being firstly indebted to Henry Smith of the said County in the sum of Twenty four pounds ten Shillings and 6 Virginia money due by bond with lawful Interest from this date which Bonds said Smith still hath in his possession and being willing and desirous to leave the payments of the same to the said Henry Smith in Consideration whereof and moreover for and in consideration of the sum of one Dollar in hand paid the Receipt whereof is hereby fully acknowledged, the said Richard Barker hath given granted bargained and sold and by these presents doth give grant bargain sell and make over unto the said Robert Malby his heirs and assigns forever a certain Tract or parcel of Land situate lying and being in the County of Southampton aforesaid and bounded as follows by the hand of Richard Harrison by the lands whereon William Henry Harrison by the lands belonging to the Orphan of Turner Person Dec^d and by the lands formerly belonging to Benjamin Harrison Dec^d Containing by estimation eighty one acres be the same more or less the said Richard Barker purchased of David Newsum - To Have and to hold the said Land with all the appurtenances thence unto the said Robert Malby his heirs and assigns forever for the said Henry Smith his heirs Executors Administrators or assigns for the express purpose of paying the said Henry Smith the sum of Twenty four pounds ten Shillings and 6 in Cash the said Richard Barker should make Default therein it is hereby agreed and declared to be the true intent and meaning of this Indenture that if the said sum as above specified be not paid unto the said Henry Smith with all Interest thereon on or before the first day of May - meaning the sale thereof then the said Henry Smith shall have liberty at any time thereafter when it may suit him the said Smith or any part thereof still remaining unpaid to require and compel the said Robert Malby to sell the said Land at public sale by J. D.