

the said first day of December next receiving the said sum of six hundred and seventy dollars & seventy six cents Virginia money and the Interest thereon as aforesaid from the sale hereof that then and in that case the said Thomas Smelly with all convenient speed giving Reasonable notice thereof shall make use of the said Land and plantation for the best price that can be got in ready money and out the same to pay and to satisfy the said Ann Scott or her heirs or assigns that debt and Interest aforesaid with all Cost and damages & Charges attending the same and after full payment of the same to pay the surplus if any there be unto the said Eliza Lewis or her assigns and the said Eliza Lewis both then agree covenant to and with the said Ann Scott that if the aforesaid Land be insufficient to pay and satisfy the said debt Interest and Cost as aforesaid that then and in that case the said Eliza Lewis together with her present and himself & his heirs Executors & assigns to pay or cause to be paid unto the said Ann Scott or assigns all such sum or sums of money as may then be due after the Sale of the said Land according to the Interest and true meaning of their presents and that the said Eliza Lewis shall and will from time to time make and do all such acts for the more perfect and absolute Conveying and securing the Land aforesaid, as the said Ann Scott shall require and it is agreed by all the parties aforesaid that the said Thomas Smelly shall not be answerable for any damage for conveying into Effort this present Indenture according to the true spirit contents and meaning thereof In witness whereof the Parties to these presents have put their hands and seals the day and year first above written

Sealed delivered in
presence of

Jo: Dixon

Thos Nixon

Margaret Randolph

Eliza & Petham

Eliza Lewis (Real)

Thos. Smelly (Real)

Ann Scott (Real)