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This Indenture made this 20 day of February in the year of our
late one thousand eight hundred and fifty fifth between Jeremiah Cobb
of the County of Southampton of the first part and John Wigham of
the same County of the second part Benjamin Cobb of the County
of the third part Witnesseth that the said Jeremiah Cobb for
and in Consideration of the sum of fifteen hundred dollars Current money
of Virginia to him in hand paid by the said John Wigham and
one dollar by the said Benjamin Cobb thereto the receipt in writing
he doth hereby acknowledge hath granted bargained sold alien
conveyed and confirmed and doth by these presents grant bargain sell alien
convey and confirm unto the said Benjamin Cobb and to his heirs
Exors &c. or assigns all that tract or parcel of land whereon
the said Jeremiah Cobb now resides containing by estimation four
hundred and forty four and half acres be the same more or less being the
land which the said Jeremiah Cobb purchased of Ethelred & Williams
in reference to the deed where the said Ethelred & Williams executed to the
said Jeremiah Cobb and also the land to the said tract or parcel
of land with all and singular the appurtenances unto the said
Benjamin Cobb his heirs to his and their own proper use & behoof
forever in trust nevertheless for the special purposes hereafter men-
tioned to wit that in case the said Jeremiah Cobb his heirs
executors or administrators do and shall fail to pay or cause to be
paid unto the said John Wigham his heirs executors or admrs or
assigns the said sum of fifteen hundred dollars together with all
legal interest thereon arising in consequence of the present writing
on or before the 10th day of September next ensuing or within twenty
days hereafter that then the said Benjamin Cobb trustee his
heirs executors or administrators may legally enter upon & by public
auction after giving ten days previous notice make sale of the said
bargained premises for cash and convey the same to the purchaser
in full simple without any bid or negotiation upon or by the said
Benjamin Cobb or administrators and that the said Jeremiah Cobb
the said Benjamin Cobb his heirs executors and administrators that this present writing
shall enable him to make a general warranty for the said land
to the purchaser for &c. the said Benjamin Cobb (if any) after paying the said
sum of fifteen hundred dollars with the interest &c. to be paid
he intended to him the said Jeremiah Cobb his heirs executors or admrs
provided nevertheless that in case the said Jeremiah Cobb his heirs
executors or administrators do and shall well and truly pay unto the