

Goggins
vs
Land

This Indenture

made this twentieth day of January one thousand eight hundred and thirteen between James Goggins of the County of Southampton of the first part, Nathaniel D. Land of the County of Sussex of the second part and William D. Hite of the County of Southampton of the third part all of the State of Virginia Witnesseth that whereas the said James Goggins standeth indebted to the said William D. Hite for the payment of a bond bearing date with this Indenture for the sum of one hundred and twenty three pounds, fourteen shillings in the penalty of double the above sum which the said James Goggins is desirous of honestly securing and paying unto the William D. Hite nor of any consideration of the premises aforesaid and for and in consideration of one dollar unto the said James Goggins in hand paid at or before the ensuing and delivery of these presents by the said Nathaniel D. Land witnesseth the receipt whereof is hereby acknowledged the said James Goggins, hath granted, bargained, sold, made over and confirmed and let these presents doth grant bargain, sell make over and confirm unto the said Nathaniel D. Land Trustee, one certain tract of Land containing two hundred and fifty two acres by a late survey lying and being in the County of Southampton being the tract purchased of Mrs. D. Hite (and wife, see also William D. Hite and wife to the said James Goggins, bearing date the 15th Aug. 1818) and Certified to the Clerk of the County Court of Southampton the 16th day of January 1819. To have and to hold the said tract or parcel of Land unto him the said Nathaniel D. Land trustee his executors, administrators & assigns forever upon Trust Nevertheless that the said Nathaniel D. Land his executors, admin^{rs} & assigns may and shall at the request of the said Mrs. Hite his executors or admin^{rs} by giving five days previous of the time and place of sale, proceed to sell the aforesaid tract or parcel of Land above mentioned and out of the monies arising from the sale first pay the costs of carrying this Indenture into effect and then the debt aforesaid with interest from the date and the surplus if any pay over to the said James Goggins his executors or assigns and the said James Goggins doth covenant and agree to and with the said Nathaniel D. Land his executors or assigns to warrant and defend the right and title in and to the tract of Land aforesaid unto the said Nathaniel D. Land his executors, admin^{rs} or assigns against the claim or demands of himself or any other person or persons whatsoever