

Mells to remain in quiet possession of the same and enjoy the profits thereof until such time as the said James Mells may be aware of payment and the same to be paid and then upon their further trust that the said James Esq. may be as soon after requested by the said James Mells to make sale of the same proceeds to take to the highest bidder at publick auction for and having previously paid the said place of sale at his own direction and given two days notice by advertisement set up at the Court House and other publick places in the County And out of the money arising from such sale shall after paying the expenses of the same pay to the said James Mells his full estate or assign the amount of his claim with the interest which may have thereon accrued and the balance of any pay over to the said John Mells The Court doth so assign the within Oblige of the said parties to these presents have herents set their hand and affixed their seals this day and year before written

Signed sealed and sworn to  
delivered in presence of

John Mells Esq.  
Edw. Maffingbury Esq.  
Saml. Mells Esq.

John Wells

*J. H. Masonburg Seal*

James. Wells Esq

John Abner

Getis Pass

Southampton County

Naughton. Monmouth.

In the Clerk's Office the 29<sup>th</sup> July 1823 This Indenture was Acknowledged by John Wells James Thompson and James Wells parties Hereto And admitted to record And about held for the above said County of Southampton On the 15<sup>th</sup> of August 1823 This Indenture as aforesaid made herein is upon the proceedings of etc say.

Per Thomas Rochelle

Johns Jamesa Rochelle

Williams  
to  
Lanford

This Indenture made this day of \_\_\_\_\_ in the year of our Lord One thousand Eight hundred and twenty three  
between George Williams of the County of Washington and State of Virginia of the One part Can. Borne of the  
said County and State of said part and Sep. Landford of the aforesaid State (a. Com.) of the said part. Witnesseth  
that Whereas the said George Williams is jointly indebted to the aforesaid Can. Borne on the sum of Ten, Eight dollars  
and thirty four Cents as appears by a Note duly executed from the said George Williams to the said Can. Borne on the  
sum aforesaid and is made payable on or before the first day of November next. And being one Whereas the said  
George Williams is willing and desirous to secure the said debt due to the said Can. Borne. For the purpose the said  
George Williams for an consideration of the premises has agreed and covenanted for as express condition of the debt to him  
in hand paid by the said Sep. Landford at or before the executing and delivery of these presents the receipt  
whereof the said George Williams doth fully Acknowledge and covenants and warrant and sell and by these  
presents doth bargain grant and sell unto the said Sep. Landford his heirs and assigns the following property  
To wit One Horse Cart and Whistle One Tin and Hammer and Tin Cans to have and to hold the said property above men-  
tioned unto the said Sep. Landford his heirs and assigns forever but upon this special Trust and Confidence that  
the said Sep. Landford his heirs and assigns shall proceed to sell at Publick Sale the aforesaid property  
within Conveyed and come within twelve Months next after these Cans and Whistle One Tin and Hammer and Tin Cans at any time  
after the said first or next above mentioned shall become due when required by the said Can. Borne (or writing)  
his heirs and assigns for the first Cash price that Can be obtained for of such sale ten days previous and Publick  
Notice shall be given by an advertisement in writing and until the proceeds of such sale full payment be made  
the said Can. Borne or as much thereof as may be due with the necessary interest and all cost &  
Charge which may attend the said sale. And then <sup>any</sup> the surplus of any sale remain to the said George  
Williams his heirs Executors and administrators In testimony whereof they George Williams  
and Can. Borne and Sep. Landford have hereunto set their hands and affixed their seals  
this day and date above written

George Williams (Seal)  
Can. Borne (Seal)  
Sep. Landford (Seal)

Signs Sealed Subscribed and Delivered of

Wm George & William East

Car. Borrer. Year

Sept San Francisco

Southampton County

In the Clerk's Office the 21<sup>st</sup> July 1833 The Indentured and arbitrators  
George Williams Carr Bowers and Christopher Langford parties hereto and admitted to account & also con-  
fessed for the aforesaid County of Southampton on the 1<sup>st</sup> Aug. 1833 the Indenture as aforesaid was entered upon the  
processes of the day

Jas. James Nicholls & Co

Texto *James Robbells*