

notice thereof at the Court House of the County of said and at as many other places as he may think proper and out of the money arising from such sale shall after satisfying the charges thereof and all other expenses attending the same pay to the said Allen Edwards his heirs Executors and assigns the first sum of forty dollars with the interest and the whole of the said sum of forty dollars shall be fully paid off and discharged to the said Allen Edwards his heirs Executors and assigns on or before the first day of November 1735 to that no default of payment shall be made then this indenture to be void unless to remain in full force and virtue In witness whereof the said parties have hereunto set their hands and affixed their seals the day and year first within writing sealed and delivered in presence of

Thomas Johnson Clerk
Joseph Edwards
Allen Edwards

Southampton County

In the blunder office the 25th day of May 1735 The Indenture was acknowledged by Thomas Capeland Turner and Allen Edwards the parties hereto and attested to record and of a Court held for the shire of Southampton on the 26th June 1735 The Indenture as aforesaid was entered upon the record exp. of the day

Teste James Rochelle Clk

1776

Commissⁿ &
S^r to Court
Thomas Jⁿ
Edwards
17th Apr
1735

This Indenture made and executed this 15th day of June in the year of our Lord 1735 between Middleton Henry Bettle of the first part Thomas Moore of the second part and Arthur Middleton of the third part all of the County of Southampton and State of Virginia Whereas the said Thomas Moore stands bound as security for the said Henry Bettle in five hundred pounds rendered in the Superior Court of Southampton County amounting to about two hundred and eighty dollars and including costs and sheriff's Commissions at that time also in a note of hand of five dollars well secured from the day of 11 And the said Henry Bettle being anxious and willing to secure and save himself the said Thomas Moore from all loss damage or other injury or waste from the payment of the money or any part thereof which the said Thomas Moore stands bound as security for him in any way hath agreed and do hereby agree to convey unto the said Arthur Middleton as Trustee all the land that in reversion and remainder as that he has now in his possession or for this Indenture further witnesseth that for and in consideration of the circumstances as aforesaid and recommendation of the Court some clothes on hand paid to the said Henry Bettle by the said Arthur Middleton or some the most whereof the said Henry Bettle doth hereby acknowledge hath granted bargained and sold and by these presents doth grant bargain and sell unto the said Arthur Middleton and his heirs Executors and assigns a certain tract or parcel of land lying and being on the County aforesaid Containing by estimation nearly near to the same more or less situated in the well known place called Guinea Town in the County aforesaid also another tract Containing forty three acres bounded by the well known bounded the land of Henry Bettle the land of Francis Strickland formerly Bettle the land of Alene Bettle the lands of Ebenezer Ottwell the lands of Benjamin Blount and the lands of Peter Edwards also all of his right title interest claim as demand in the land and plantation whereof this Grand Juror Henry Bettle died seized and possessed of and now in his possession of the Grand Juror Henry Bettle after first paying and satisfying the demand of Peter Edwards to whom the two last pieces parts and tracts of land is conveyed in Trust as for deed of conveyance recorded in the County Court of Southampton on the 26th September 1735 To have and to hold all the said land and premises with the appurtenances thereto belonging to the said Arthur Middleton his heirs Executors and assigns upon first receipt thereof and upon the then express Condition that when the said Middleton his Executors or assigns shall at the request of either of the parties as then and sell all or so much of the said land as will be sufficient to pay any money which the said Thomas Moore or his Executors may have paid he shall that is to say the said Thomas Moore may be bound for as security for the said Henry Bettle as well all costs and charges then put into after giving at least thirty days notice to the said Henry Bettle or some of the most publick places in the County to be seen for