

explained to be the said day 13<sup>th</sup> tillar acknowledging the same to be his act and deed and declared that he had willingly signed sealed and delivered the same and that he would not retract it hereafter on pain of his lands tenements and day of January 1824

Lewis Dupree Lt. J. C. C.  
John Brown St. J. C. C.

Southampton County

In the clerk's office this 7<sup>th</sup> October 1825 This Indenture was made by the will of John Brown James Ellis and Lewis Shepherson of the said county and together with a sufficient chain of evidence containing the acknowledgment of every instrument of said 13<sup>th</sup> tillar the will of James Ellis the parties thereto and also to record this at a Court held for the said county of Southampton on the 19<sup>th</sup> December 1825 The presence and presence of persons were ordered upon the proceedings of the day

John Brown Robert Kelly

Hillias  
to  
Thimmogill  
delivered to  
W. D. Shepherson  
Mar. 24/1831

This Indenture made and entered into this day of November in the year of our Lord 1825 Between James Hillias and his wife of the first part and Elias Summerville of the second part and William K. Shepherson of the third part all of the County of Southampton and State of Virginia Whereas that the said Edwin Hillias and his wife for and in consideration of the sum of five hundred and fifty dollars which said sum is paid the due and owing from the said Edwin Hillias to the said William K. Shepherson by and bearing date on the day of 1825 as well as all other monies which may be due and owing from the said Edwin Hillias to the said William K. Shepherson by means of any dealings Transfer of debts or paper whatsoever as also for and in consideration of one dollar to him whereas paid by the said Elias Summerville to the said Edwin Hillias do hereby acknowledge have granted bargained sold and conveyed these presents de grant bargain and sell convey our make over unto the said Elias Summerville and his heirs forever all their right title and interest in one certain tract or parcel of land containing of Southampton County these acres the the same more or less situated lying and being in the County of Southampton and bounded by the lands of Joshua Patton Lewis Boyd Maxwell Richard Wilson et being part of a tract or parcel of land which Johnson Hillias late of Southampton County was seized and possessed of and all the lands that in which the said Edwin Hillias has recently purchased of the said William K. Shepherson To have and to hold with all the right title and interest of them the said Edwin Hillias and his wife herein conveyed or intended to be conveyed to the said Elias Summerville his heirs and assigns forever upon this special trust to wit that if that the said Elias Summerville upon being thereto required by the said William K. Shepherson at any time after the expiration of months shall proceed to sell all the right title and interest of them the said Edwin Hillias and his wife to the above named tract of land hereby conveyed or intended to be conveyed after advertising the time and place of sale at some publick house or in the said County of Southampton for ten days previous for Cash and out of the proceeds appearing or in from the said sale or the said sale pay and satisfy all costs attending the said conveyance and then pay off the said appraised worth interest as well as all other monies which may be due or owing from the said Edwin Hillias to the said William K. Shepherson by means of any dealings transfer of debts or paper whatsoever and the surplus of any money to the said Edwin Hillias and the said Edwin Hillias and his wife for themselves their heirs executors their the right title and interest of the said tract of land unto the said Elias Summerville his heirs and assigns forever de hereunto and defend against the lawful claim of them the said Edwin Hillias and his wife their heirs executors and against all and every other person or persons whomsoever and the said Elias Summerville on his part Covenant and agreed that he will make sale of the right of the said tract hereby conveyed for the best price he can obtain for the same after advertising the time and place at some publick house or store in the said County of Southampton for ten days previous and with the money arising from the said sale pay and satisfy all costs attending the same as well as the expenses attending this conveyance and then pay off the appraised bond with interest as well as all other monies which may appear to the said Edwin Hillias to be justly due owing from the said Edwin Hillias to the said William K. Shepherson by means of any dealings transfer of debts or paper whatsoever and then pay the residue of money to the said Edwin Hillias and the said William K. Shepherson on his part Covenant and agreed that he will release the said Edwin Hillias from the obligation of the same transaction upon the receipt of any sum the amount of the appraised bond with interest as well as all other monies which may be due or owing from them the said Edwin Hillias to him the said William K. Shepherson

whereof

Exam.