

Browne

to

Cobb

sent to fore

Cobb, made by

Rev. B. Cobb

Nov. 11th 1827

Examined

The Sheriff's writ, this 27th day of February in the year of our Lord one thousand eight hundred thirty two between Edward Browne of the first part, Plaintiff, Call of the Bond part, and James C. Cobb of the said first part, all of the County of Southampton and State of Virginia against the said John Browne a party indebted to the said James C. Cobb in the sum of ten hundred and thirty six dollars to be paid on the 30th day of December next ensuing, and the further sum of twelve hundred and thirty six dollars to be paid on the 25th day of December next due by two bonds bearing date on the 27th February 1828 which debt the said John Browne is selling & desires to secure a law. This indenture witnesseth that for and between us aforesaid of one dollar to the said John Browne on hand paid by the said John Cobb at or before the sealing and delivery of these presents the receipt whereof is hereby acknowledged to the said John Browne such given in grants bargain sell and sole aliened enfranchise released and confirmed and by these presents doth give in grants bargain sell and sole aliened release and confirm to the said John Cobb his heirs and assigns forever all that tract or parcel of land lying and being in the County of Southampton and State of Virginia as is expressed containing five hundred and sixty seven acres to the more or less of being the same tract or parcel of Land which the said John Browne purchased of him the said James C. Cobb and by reference to the deed from said Father to said Browne the boundaries and description of the same well appear fully with all and singular the appurtenances to the said tract or parcel of Land belonging or in any way appertaining as well all the estate right title and interest of him the said John Browne in and to the said grants or parcels of ^{land} grants tract or parcel of Land and premises with its appurtenances hereby conveyed to the said James C. Cobb his heirs Executors and assigns forever to the only proper use and behoof of the said James C. Cobb his heirs Executors and assigns forever and the said John Browne for himself his heirs Executors and assigns doth hereby Covenant promise and agree to and with the said James C. Cobb his heirs Executors and assigns forever with manner and form following that is to say that the said John Browne his heirs Executors and assigns doth and promises with its appurtenances hereby conveyed unto the said John Cobb his heirs Executors and assigns against all person or persons shall and will consent and favour defend by their present or future suit notwithstanding the said John Cobb his heirs Executors and assigns shall permit the said John Browne to remain in quiet and peaceful possession of the said tract or parcel of Land and premises with its appurtenances hereby conveyed and to take the profits thereof to his own use and behoof without default in the payment of the said sum of aforesaid of six hundred and thirty six dollars and twelve hundred and thirty six dollars either in whole or in part and thereupon this shalbe true that the said John Cobb his heirs Executors and assigns shall and will do soon after the happening of such default of payment as he or his heirs Executors and assigns may think proper on the said James C. Cobb his heirs Executors and assigns may request sell the said tract of Land and premises with the appurtenances hereby conveyed or such part of the hereby granted premises as the debtor or his representative hereby authorized to act shall think proper to sell to the highest bidder for ready money at public auction after having given the terms of sale on the premises and given on any return thereof at the front door of the Court of said County and out of the moneys arising from such sale shall after paying the charges thereof and all other expenses attending the premises pay to the said James C. Cobb his heirs Executors and assigns the said several sums of six hundred and thirty six dollars and twelve hundred and thirty six dollars or so much of the interest thereon which may thereunto fully have accrued and the balance of any shall pay to the said John Browne his heirs Executors and assigns. And of the value of the said sum of six hundred and thirty six dollars and twelve hundred and thirty six dollars shall be fully paid off and discharged to the said James C. Cobb his heirs Executors and assigns or a before the 25th day of December next and on the 30th day of December 1827 when the same is payable so that in default of payment of the said sum of six hundred and thirty six dollars and twelve hundred and thirty six dollars as aforesaid he made then this Indenture to be void is also to remain in full force and virtue on which whereof the parties to their presents have hereunto set their hands and affixed their seals the day & year first above written signed sealed & delivered in presence of J. P. Pate, W. H. Hodge, R. B. Brown, & to John L. Foster

John Browne
 John Cobb
 James C. Cobb
 Daniel C. Foster

Harry Applewhite, Notary Public
 Jno. Lammere

3 as to John Cobb