525

Whitfield to Whitehead

This Indenture made this 5th day of October 1825 Between Cordy Whitfield of the first part Adolphus Whitehead trustee of the second part and Clements Rochelle of the third part all of the County of Southampton State of Virginia Whereas the said Cordy Whitfield is justly indebted to the said Clements Rochelle in the Sum of Sixty One dollars to be paid on the 20th day of December next as by a bond bearing date on the 1st day of October 1825 more fully appears which debt with legal interest thereon accruing the said Cordy Whitfield is willing and desirous to secure now this indenture witnesseth that for and in consideration of the premises and also for the further Consideration of one dollar of lawful money of Virginia to the said Cordy Whitfield in hand paid by the said Adolphus Whitehead at and before the sealing & delivery of these presents the receipt whereof is hereby acknowledged he the said Cordy Whitfield hath given granted bargained sold aliened enfeoffed released and Confirmed and by these presents doth give grant bargain sell alien enfeoff release and Confirm to the said Adolphus Whitehead his heirs and assigns forever a tract or parcel of Land lying in the County of Southampton in the State of Virginia Containing twenty five acres be the same and bounded as follows to wit Beginning at Davis Bryants Corner on the side of the road near Alexr Davis thence along the said road towards Exum Events to a Corner hereafter to be made thence a north Course to the said Cordy Whitfield fence thence along the said Whitfield fence an East Course to the said Davis Bryants line thence along the said Bryants line a south course to the first beginning with all and singular the appurtenances to the said tract or parcel of Land belonging or in any wise appurtaining and all of the Estate right title interest of the said Cordy Whitfield in and to the said granted or intended to be hereby granted tract or parcel of Land and premises to have and to hold the said hereby granted or intended to be hereby granted tract or parcel of Land and premises with its appurtenanances unto the said Adolphus Whitehead his heirs Exors adm & assigns forever to the only proper use and behoof of the said Adolphus Whitehead his heirs Exors adm & assigns forever and the said Cordy Whitfield for himself his heirs Exors & adm doth hereby Covenant promise and agree to and with the said Adolphus Whitehead his heirs Exors adm and assigns forever in manner and form following that is to say that the said Cordy Whitfield his heirs Exors & adm the aforesaid tract or parcel of Land and premises with their appurtenances unto the said Adolphus Whitehead his heirs Exors adm and assigns against all persons whatsoever shall and will warrant and forever defend by these presents upon trust nevertheless that the said Adolphus Whitehead his heirs Exors and adm shall permit the said Cordy Whitfield to remain in quiet and peaceable possession of the said tract or parcel of Land and premises with its appurtenances and take the profits thereof to his own use until default be made in the payment of the said sum of Sixty one dollars either in whole or in part and then upon this further trust that he the his heirs Exors adm or assigns shall and will so soon after the happening of such default of payment upon request of the said Clements Rochelle his heirs Exors adm or assigns sell the said tract or parcel of Land and premises with the appurtenances or such part of the hereby granted promises as the trustee or his representatives hereby authorized to act shall think sufficient for this purpose and shall think proper to sell to the highest bidder for ready money at public sale after having fixed the time and place of sale at his own discretion and give twenty days notice thereof at two or three publick places in the neighborhood and out of the money arising from such sale shall after satisfying the charges thereof and all other expenses attending the premises pay to the said Clements Rochelle his Exors adm or assigns the said sum of sixty one dollars with the interest which may thereon lawfully have accrued and the balance if any shall pay to the said Cordy Whitfield his heirs Exors adm or assigns but if the whole of the said sum of sixty one dollars shall be fully paid off and discharged to the said Clements Rochelle his Exors adm or assigns on or before the the 20th day of December 1825 when the same is payable so that no default of payment of the said sum of sixty one dollars be made then this indenture to be void or Else to remain in full force & virtue In witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written sealed & delivd in presence of

James Clayton
Edwd Butts
Thos Bowers

Cordy Whitfield (Seal)
Adolphus Whitehead (Seal)
Clements Rochelle (Seal)