

Rece.
To
Rockwell

This Indenture made this 26th day of July in the Year of our Lord 1826 Between Giles Reed of the County of Southampton of the one part James Rockwell of the said County of the second part and Robert Goodwin of the third part witnesseth that whereas the said Giles Reed stands partly indebted to the said Robert Goodwin in the full sum of five hundred and forty dollars and 85/100 current money of Virginia due by note or specialty with Edward Reed security bearing date the 21st day of November 1825 with indent from the date thereof and whereas the said Giles Reed stands bound as security for Sept. D. Beal by note or specialty executed by the said Sept. D. Beal and the said Giles Reed as security made payable to Robert Goodwin in the full sum of five hundred and forty six dollars current money of Virginia which said note or specialty bears date from the 21st November 1825 which comes interest from the date thereof the payment of which said sum of money with the lawful interest thereon the said Giles Reed is owing and indebted effectually to apportion and come to the said Robert Goodwin. This Indenture therefore further witnesseth that the said Giles Reed as well in consideration of the premises aforesaid as of one dollar to him in hand paid by the said James Rockwell the receipt whereof the said Giles Reed doth hereby acknowledge hath granted bargained sold and conveyed and by these presents doth grant bargain sell and convey unto the said James Rockwell his heirs executors and assigns the following negro slaves to wit: Negro man Ben whose Ted Lewis and woman Sybil to have and to hold the aforesaid negro slaves unto him the said James Rockwell his heirs executors and assigns and to their proper heirs and heirs forever. In Trust nevertheless if the said Giles Reed shall on or before 1st day of August 1828 well and truly pay to the said Robert Goodwin his heirs executors or assigns the aforesaid sum of five hundred and forty dollars on or before the 1st day of Augt 1829 with legal interest from the said 21st day of November 1825 then this indenture and every thing herein contained is to become void but if the aforesaid sum of five hundred and forty dollars & 85/100 with interest thereon as aforesaid or any part thereof shall remain unpaid on the said first day of August 1828 or the aforesaid sum of five hundred and forty six dollars with interest thereon as aforesaid or any part thereof on the said 1st day of August 1829 then the said James Rockwell his heirs executors or assigns or either of them their heirs or assigns in either of the said Cases shall and may sell and dispose of the said negro slaves or any part thereof at public auction to the highest bidder for ready money in the Town of Jerusalem previous notice for two weeks successively of the time and place of such sale having been given by advertisement at the Court house door and at many other places at the said James Rockwell may think advisable and that the proceeds of such sale after paying thereon all the expenses then and thereon here of this Trust shall be applied by the said James Rockwell his executors or assigns or either of them first towards the discharge and payment to the aforesaid Robert Goodwin the aforesaid sum of five hundred and forty dollars & 85/100 with interest which may be due thereon and towards the discharge and payment to the aforesaid Robert Goodwin of the aforesaid sum of Five hundred and forty six dollars with interest which may be due thereon and the surplus of the said proceeds of any there shall be to be paid to the said Giles Reed or to his assigns and in further trust that until such sale shall be made it shall be lawful for the said Giles Reed to hold the said negro slaves and the hire and services to his own use and benefit and the said Giles Reed for himself his heirs executors and assigns doth hereby covenant promise and grant to and with the said James Rockwell his heirs executors and assigns that he the said Giles Reed and his heirs shall and will warrant and for ever defend the right and title thereof and to the aforesaid negro slaves unto the said James Rockwell his heirs executors and assigns whomsoever claiming or to claim right title interest or estate therein or any part thereof and that in case the sale thereof for the purposes aforesaid be the said Giles Reed his heirs executors and assigns shall and will on request do all such act or acts thing or things and deal and lawfully execute all such writings as may and shall be of him them or either of them required for putting the purchaser or purchasers of the aforesaid negro slaves or any part thereof in actual possession of the same and for confirming and securing to the purchaser or purchasers there heirs & assigns and to each of them a good sure perfect and absolute estate therein and also he the said Giles Reed his heirs executors and assigns will pay & discharge all taxes and other charges whatso ever which may or shall be payable for the said