

131 Whitehead
to
Whitehead

This Indenture made this 6th day of June in the year of our Lord 1826 between
Leedy Whitefield of the first part Adolphus Whitehead the Trustee of the second part &
Solomon Rochelle of the third part Whereas the said Leedy Whitefield is jointly indebted
to the said Solomons Rochelle in the sum of fifty six dollars and thirty Cents to be paid
on the tenth day of June in the aforesaid Year as by a bond bearing date on the 8th day of
June in the aforesaid Year more fully appears which debt with the legal interest thereon
accruing the said Leedy Whitefield is willing and desirous to secure from this Indenture
whereupon that for and in consideration of the premises and also for the further Consider-
ation of one dollar of lawful money of Virginia to the said Leedy Whitefield in
hand paid by the said Adolphus Whitehead at and before the executing & delivery
of these presents the receipt whereof is hereby acknowledged by the said Leedy Whitefield
that he has given granted bargained sold aliened enfeoffed released and Confirmed and by
these presents doth give grant bargain sell alien enfeoff^{ed} and Confirm to the said
Adolphus Whitehead his heirs and assigns forever a Certain tract or parcel of
land lying and being in the County of Southampton in the State of Virginia
Containing twenty five acres be the same more or less and bounded as follows To wit
bounded on the north and north East by the land of Oliver Poyant on the East
by the land previously conveyed to the said Leedy Whitefield by deed of Trust by me it
on the South bounded by the road the dividing line between me & Alex. Harris it
being part of a Tract of land purchased of John D. Ward by me with all &
singular the appurtenances to the said tract or parcel of land belonging now any
wise appurtenant and all the estate right title interest of the said Leedy Whitefield in &
the said granted or intended to be hereby granted tract or parcel of land and premises to have &
to hold the said hereby granted or intended to be hereby granted tract or parcel of land & premises
with its appurtenances unto the said Adolphus Whitehead his heirs Executors & assigns forever
to the only proper use and behoof of the said Adolphus Whitehead his heirs Executors & assigns
forever and the said Leedy Whitefield for himself his heirs Executors and assigns doth hereby Covenant
promise and agree to and with the said Adolphus Whitehead his heirs Executors & assigns
forever in manner and form following that is to say that the said Leedy Whitefield
his heirs Executors & assigns the aforesaid tract or parcel of land and premises with its appurtenances
unto the said Adolphus Whitehead his heirs Executors & assigns against all persons whatsoever
shall and will warrant and forever defend by them present or to come. Trust nevertheless
that the said Adolphus Whitehead his heirs Executors & assigns shall permit the said Leedy
Whitefield to remain in quiet and peaceable possession of the said tract of land & 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 fifty six dollars & 30/100 either in the whole
or in part and then upon this further trust that they or any two or either of them or
their survivors of them or the heirs Executors or assigns of such survivor shall & will so
soon after the happening of such default of payment as they or any or either of them or
the survivor of them or the heirs Executors or assigns of such survivor of them or the
heirs Executors or assigns of such survivor may think proper or the said Solomons
Rochelle his heirs Executors or assigns shall request sell the said tract of land &
premises with the appurtenances or such part of the hereby granted premises as the
Trustee or his representatives hereby authorized to act shall think sufficient for the
purpose and shall think proper to sell to the highest bidder for ready money at
Public Auction after having given the land and place of sale at their own discretion
and given twenty days notice thereof at two or more public places in the neighborhood
previous to the day of sale and out of the moneys arising from such sale after deducting
the Charges thereof and all other expenses attending the premises pay to the said
Solomons Rochelle his heirs Executors or assigns the said sum of Fifty six dollars & thirty
Cents with the interest which may thereon lawfully have accrued and the balance if
any shall pay to the said Leedy Whitefield his heirs Executors or assigns out of the

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