

Jackson
to
Barnes
Examined & delivered
to Jacob Barnes
the 24th June
1838

This Indenture made and entered into on this 21st day of December in the year of our Lord one thousand eight hundred and thirty eight by and between Micajah Jackson of the one part Augustine Pope of the second part and Jacob Barnes of the third and last part each party hereto of the County of Southampton in the State of Virginia this Indenture Witnesseth that Micajah Jackson is in debt to the above named Jacob Barnes the Sum of Twenty five Dollars and thirty three Cents appearing as under Bond as this Indenture each of same date payable and to bear Interest from the date hereof till paid now for the purpose of securing and ~~affirming~~ ^{confirming} the immediate payment of the same when required by the said Jacob Barnes his Executors or assigns notwithstanding and for the purpose aforesaid the said Micajah Jackson have bargained and sold unto the said Augustine Pope his heirs and assigns the following named property To wit one Feather Bed and furniture one chest and drawers pair bars one pot one pair pair Tongs and shovels one Table six knives and forks seven pewter plates one dish Two pewter basins Six silverware four axes four augers Trencher Saws two Draw knives to have and to hold the above ascribed named property and every part and parcel thereof unto him the said Augustine Pope his heirs and assigns forever in Trust nevertheless and if the said Micajah Jackson or any other person by his direction or on his behalf shall pay or cause to be paid to the said Jacob Barnes his Executors or assigns the aforesaid debt of twenty five Dollars and thirty three Cents together with the accruing interest thereon and all costs attending the execution of this Indenture at or before the time of being thereunto demanded by the person or persons or any one of them as aforesaid that then and upon such payment as aforesaid it shall make void this Indenture and render it of none effect But in case a failure of payment as aforesaid it shall and may be lawful and not only so but the duty of the said Augustine Pope his Executors or assigns to make to make or see off only or all of the above named property at least sufficient to pay the aforesaid debt Indenture & costs as aforesaid or so much thereof as shall appear to be due and owing at the time of making such sale which time of sale shall be determined with the said Jacob Barnes his Executors or assigns first advertising the same and place of sale ten days previous thereto at two or more publick places in the County of Southampton and after paying the debt Interest and costs as aforesaid if Surplus money remain the same shall be paid over by the said Augustine Pope or those who represent him to the said Micajah Jackson or his order or to such as may lawfully represent him in writing whereof we the above named Micajah Jackson Augustine Pope and Jacob Barnes have hereunto set our hands and affixed our seals the day and year herein first above written

Signed sealed acknowledged
and delivered in presence of
Jornus Murdaugh
Benjamin Worrell
Wm. Stephenson

Micajah Jackson
Augustine Pope
Jacob Barnes

Southampton County. This Indenture before stated was acknowledged in the Clerk's Office on the 21st day of March 1839 by Micajah Jackson a party thereto and having been acknowledged in the Clerk's Office on the 16th January 1839 by Jacob Barnes and on 21st January 1839 by Augustine Pope also party thereto the same is admitted to record and as a Court held for said County the 26th of April 1839 the same was returned into Court and recorded among the minutes of the day

Teste James R. [illegible]

Weston

10
Cary

10
to June 30

Jack
to
Barn