

Whitfield  
to  
Barnes.

Whitfield doth acknowledge and enter into into the 21<sup>st</sup> day of April in the  
Year of our Lord one thousand eight hundred and twenty eight by and between John H.  
Whitfield of the one part Jacob Barnes of the second part and Thomas Barnes of the third,  
and his heirs and executors and partis of the County of Hampshire in the State of  
Virginia ch<sup>r</sup> Indenture. Whereas itch shall above named John H. Whitfield  
doth give and bequeath to the above named Thomas Barnes or the sum of three hundred  
fifty Dollars good and lawful money of this Commonwealth having been well by him  
and his devisee made of new date and the said John H. Whitfield being willing and  
desireth effectually to sever and apart the payment of three hundred and fifty Dollars  
above named by him together with the legal interest which shall accrue thereon from thence  
forth. And whereas that the said John H. Whitfield is well in consideration  
of the premises as of the further sum of one dollar current money of the United States  
to have and bequeath paid by the said Jacob Barnes. and before the making and delivery  
of these presents the full receipt whereof is hereby acknowledged and from every part of which  
the said Jacob Barnes and all his legal representatives or successors or executors  
discharged have granted bargained sold and delivered to the said Thomas Barnes  
all unto the said Jacob Barnes his heirs and assigns as follows that is to say the said  
John H. Whitfield have granted bargained and sold and do hereby grant bargain  
and sell unto the said Jacob Barnes his heirs and assigns the following property  
(To wit) a certain part of the tract of land by me called the said John H. Whitfield  
by his father Richard Whitfield it being that part of said land which lyeth adjoining  
the land formerly or previously conveyed by the said John H. Whitfield Ch<sup>r</sup> Trust  
for the benefit of the said Thomas Barnes which land of consequence of record beginning  
in the line formerly William Whitfield at the place where the other or previous part  
conveyed by the said Whitfield for the benefit of the said Thomas Barnes came to a tree  
the said William Whitfield's line then running said formerly William Whitfield line  
nearly west east course a line to a red oak standing on the side of the old path near the  
present corner of the fence of the said John H. Whitfield and fence of Richard Whitfield when  
widest of the above named. William Whitfield removed from the said red oak which it yett  
marks by steps but well understood by the parties a straight line to somewhat easter  
nearly south though not so much south as to touch the corner line of the field of  
James Sandiford formerly lying but to run entirely on the east of all the cultivated land  
of Sandiford opening to a small branch. the said branch or drain being as well as the  
William Bryant's of the said John H. Whitfield thus last described line or course of same  
divides the said John H. Whitfield line above down the said branch or drain opening  
the line of William Bryant to the said Thomas Barnes line above Thomas Barnes line  
to where the other or previous line of conveyance by the said John H. Whitfield to the said  
of the said Thomas Barnes began or took place from thence along the said corner line  
in the former due of conveyance to the above named William Whitfield's line aforesaid  
the same place where this boundary begins which boundary is also described  
supposed to certain<sup>about</sup> cause of time through mistake not whether more or  
less to have and to hold the above described land and every part and parcel of the same  
to him the said Jacob Barnes his heirs and assigns forever and all the right whatsoever  
and estate of and to the same to him the said Jacob Barnes his heirs and assigns free  
In Trust nevertheless that if the said John H. Whitfield his heirs and assigns  
shall well and truly pay to the said Thomas Barnes his executors and assigns  
the aforesaid sum of three hundred and fifty dollars with the interest which shall  
have accrued thereon together with the costs of recording and surveying this indenture  
or before the time when the within sum shall be required to be discharged  
that upon such payment and discharge being made when required a period  
by the said Thomas Barnes his executors and assigns that then this indenture  
very string herein contained shall be void of no effect but of the said