

(21)

Gray  
Rochelle  
Leamond and the  
parties  
wrote to said Gray  
date 24 of May  
A.D. 1828.

This Agreement made this 13<sup>th</sup> day of July in the year of our Lord 1828 between George M<sup>t</sup> Gray of the  
County of Southampton and State of Virginia one the first parties Robert Gordon of the County of  
Suffolk on the second part and James Rochelle of the County and State of Virginia the other  
part. We beseech that whereas the said Geo M<sup>t</sup> Gray has justly indebted to the said James Rochelle  
the sum of one hundred and five dollars and no cents due by note bearing date the 13<sup>th</sup> day of July  
1828 and the said George M<sup>t</sup> Gray being desirous of securing the payment of said debt to the said  
James Rochelle hath granted bargained and sold and by these presents doth grant bargain and sell  
to the said Robert Gordon all the property belonging to the said George M<sup>t</sup> Gray consisting of household  
and kitchen furniture one horse saddle and Bridle one grey Mare, one cow and calf bone strong  
five shillings regular with all other property of every kind and description which doth at present  
belong to the said George M<sup>t</sup> Gray to be held by him in Trust for the benefit of said James  
Rochelle. The consideration of the above obligation is such that if the said George M<sup>t</sup> Gray  
discharge the debt due by him to the said James Rochelle at any time or render unto the said James  
obligation be null and void except to not discharge or when required that the said Robert  
Gordon be at full liberty to make public sale of the property at any time he may be required by  
the said Rochelle after having given due notice of the time and place of sale by ad  
vertising in the same according to the Law and having disposed of the same at  
public sale to the highest bidder for cash that he pay to the said James Rochelle the amount  
of the debt due with interest <sup>from</sup> the time when paid until the sum under claim by the said  
George M<sup>t</sup> Gray after paying the expenses necessarily attending on the said sale. In witness  
whereof we have hereunto set our hands and seals this 13<sup>th</sup> day of July 1828.

Geo. M<sup>t</sup> Gray  
James Rochelle

Ex 9

Suffolk County In the Clerks office the 13<sup>th</sup> July 1828. This Indenture made  
acknowledged by George M<sup>t</sup> Gray and James Rochelle now of the parties above named and on record  
under a Court held for the County aforesaid the 21<sup>st</sup> July 1828. The said instrument was  
entered upon the proceedings of the day

Teste James Rochelle 66

Blom. This Indenture made this 16<sup>th</sup> day of June 1828 Between Henry H. Miller first party  
and James Rochelle of the same part and Benjamin H. Miller of the County of Suffolk  
Rochelle for M<sup>t</sup> Blom stipulates that the said H. Miller bring a sum to secure the payment of his debt to said Blom.  
To Benjamin H. Miller called P. Miller 1<sup>st</sup> March 1828 for fifty seven dollars and thirty five cents on considera  
tion whereof the sum so mentioned to him is now paid before the date hereof delivered by the  
present such bargained and sold and by these presents doth grant bargain and sell unto the above  
named James Rochelle all his property of every kind soever consisting principally of household  
kitchen furniture one grey mare and harness To have and to hold the said property household  
kitchen furniture grey mare and harness unto the said named Rochelle to him and his heirs  
forever. In Trust and upon condition however that if the said Blom shall not truly  
pay the sum of fifty seven dollars and thirty five cents to Benjamin H. Miller aforesaid then this Indenture  
to be void and no effect but of the said Blom shall fail to pay said sum that it shall be  
lawful for the said James Rochelle to sell the same of his indenture  
as soon thereafter as he shall be required to do by said P. Miller to sell the property  
above mentioned to the highest bidder for a reasonable price of such sale being given to  
the said Blom and out of the proceeds of such sale in the first place to pay all debts  
due by him attending such sale & plus conveigage the bond before mentioned to  
Benjamin H. Miller and the balance if any to the said Blom his son or  
In Testimony whereof the parties have hereunto set their hands and  
affixed their seals made to first above written

John Blom