

named with its appurtenances unto the said Jesse Lankford his heirs and assigns forever And the said Asahel Soyner for himself his heirs and assigns doth hereby Covenant and agree to and with the said Jesse Lankford his heirs and assigns forever in manner and form following that is to say that the said Asahel Soyner his heirs & assigns of the aforesaid tract or parcel of land and premises unto the said Jesse Lankford his heirs & assigns against all persons it shal be well warrant and forever defend by this presents upon Trust and covenants that the said Jesse Lankford his heirs and assigns shal permit the said Asahel Soyner to remain in quiet and peaceable possession of the said Tract of Land and premises and take the profits thereof to his own use until default be made in the payment of the said sum of Four hundred and twenty four dollars when in the whole or in part and then from this forth Trust that the said Jesse Lankford his heirs & assigns shal and will so soon after the happening of such default of payment as he or his representatives may think proper or the said Carr Ponders his heirs & assigns shal request sell the said Tract of Land and premises to the highest bidder for ready money at public Auction after having fixed the time and place of sale and given twenty days notice by advertisement to be set up at the door of the Court house of the said County on some Court day previous to the day of sale and out of the monies arising from such sale shal after satisfying the charges there of and all other expenses attending the premises pay to the said Carr Ponders his heirs & assigns the sum of four hundred and twenty four dollars or so much as may then be due on said bond with the interest which may thereon lawfully have accrued and the balance if any shal pay to the said Asahel Soyner his heirs or assigns But if the whole of the said sum of Four hundred and twenty four dollars shal be fully paid off to the said Carr Ponders his heirs or assigns on or before the first day of January 1829 when the same is payable so that no default of payment of the said sum of Four hundred and twenty four dollars be made then this Indenture to be void or Else to remain in full force and virtue In Witnes whereof the said parties to these presents have hereunto set their hands and seals the day year first above written

Signed sealed & delivered

In presence

Robert T. Daniel

Nancy L. Corbitt

Edmund Glasgow

Southampton County In the clerk's office the 21st July 1828 This Indenture was acknowledged by Asahel Soyner Jesse Lankford and Carr Ponders the parties thereto & committed to record And at a Court held for the County aforesaid the 18th August 1828 The said Indenture was entered upon the records of the day.

Asahel Soyner
 Jesse Lankford
 Carr Ponders

Teste James Rockwell