

Ex^d

highest bid der for Cash or ready money at public auction after having paid the time and place of sale at his own discretion and given thirty days notice thereof at some public place and also notified the same by advertisement to be set up at the door of the Court house of Southampton County on some Court day previous to the day of sale And out of the monies arising from such sale shall after deducting the charges thereof the debt owing and recording of this Indenture and all other reasonable expenses attending the same be paid to the said Benjamin D Drew his heirs or assigns the said sum of Twenty seven dollars and Cents with the interest which may thereon lawfully have accrued and the balance if any shall pay to the said Joseph Mornble his heirs or assigns But if the whole of the sum of Twenty seven dollars and Cents shall be paid fully and discharged to the said Benjamin D Drew his heirs or assigns on or before the 20 day of August 1839 when the same is payable so that no default of payment of the said sum of Twenty seven dollars & Cents be made then this Indenture to be void or else to remain in full force and virtue M W Mors who of the said parties to these presents have hereunto set their hands and affixed their seals this 17th day of August 1839

In presence of

Joseph Mornble (Seal)
A Holleman (Seal)
Benj D Drew (Seal)

1839 August 17th Received of
of the Consideration money within mentioned
Witness

the sum of one dollar in full
Joseph Mornble

J R Edwards

Ex^d

Southern County In the Clerk's Office the 17 day of August 1839
This Indenture was acknowledged by Joseph Mornble A Holleman and Benj D Drew the parties thereto and together with the receipt thereunto endorsed admitted to record And at a Court held for the County aforesaid the 21st day of September 1839 The said Indenture and receipt were entered upon the proceedings of the day
John Thomas Clerk

Witness
to
Benjamin D Drew
James Scott
August 4th 1830

This Indenture made this 17th day of August one thousand eight hundred and twenty two
Between Benjamin Mester of the County of Southampton and State of Virginia of the first part
Benton James Scott of the same County and State of the second part and Joseph Benton of the County
of Southampton and State of Virginia aforesaid of the third part M W Mors the third part
the said Benjamin Mester James Scott jointly indebted by a note of hand to the said James Scott
in the sum of Eighteen dollars and sixty two cents current money of the United States
of America and whereas for the further evidence of the payment it is agreed by the parties
hereto that a conveyance in writ shall be made unto the said Joseph Benton for the benefit of
the said James Scott if the sum on the note aforesaid shall not be punctually paid
with lawful interest thereon on or before the first day of December next And this Indenture
Witnesseth that the said Benjamin Mester for and in consideration of the premises and for the sum
of one dollar to him in hand paid the receipt of which is acknowledged and paid by him
and sold and by these presents doth for himself his heirs Executors and Administrators give grant
bargain and sell unto the said Joseph Benton his heirs and assigns two acres three quarters
with all their increase two further acres and furniture one chest one wheel and three hair
Cares 1 mortar dish and half dozen spoons 3 iron pots and Hooks 2 axes 2 wheels 1 Buck shoe
2 Pans and to hold the aforesaid granted and bargained premises unto the said Joseph
Benton his heirs and assigns forever and it is hereby declared to be the true intent meaning of these
presents that if the said Benjamin Mester shall punctually pay to the said James Scott the sum of
Eighteen dollars and sixty two cents and interest agreed to be paid the said note to the said James Scott then the said Joseph Benton his heirs and assigns shall
hold the property above granted to the said Joseph Benton and his heirs and assigns forever