

354
1850
to
Robert Green
London agent

Jan 22nd 1830 I have this day affixed to Robert Green's the note referred to in the Within due and
becoming due on the 25th day of December 1830 and thereby affix my indenture in the behalf of the Within
from the Within due so far as it is applied to the said Note for value received.

Ormond 1850

(See page 283 for
Oard,
Letter to
O. & P.
London
1830)

Southampton County In the Clerk's Office the 22nd day of January 1830

This agreement was acknowledged by Ormond & Potts party then and admitted to record at
a Court held for the County aforesaid the 19th day of July 1830 the said agreement assented to
the proceedings of today

Test. James Rockell Esq

1830

Agree
So
Robert Green
of the third part. Whereas the said Christopher Gray is greatly indebted to the said Jacob Barnard in the
sum of One Thousand and Seven hundred dollars to be paid on the first of December 1830 as by him remitted
the 21st of June in the year of Eighteen hundred and thirty three fully appears which the
said Christopher Gray is willing and desirous to pay. Now that Indenture witnesseth that for and in consideration of the premises and also for the further
consideration of one dollar of lawful money of Virginia to the said Christopher Gray in hand paid by
the said Jacob Barnard at and before the sealing and delivery of this instrument the receipt whereof
is hereby acknowledged by the said Christopher Gray hath given granted bargained sold alined
enfeoffed releases and confirmed and by these presents doth give and bargaine sell alien enfeoff and
confirm to the said Jacob Barnard his heirs and assigns forever all that tract or parcel of
Land lying and being in the County of Southampton in the State of Virginia containing one
hundred and twenty acres more or less and bounded as follows to wit on the north by the land of
Richard Gray on the west by the land of Obley Edward East by the land of James Taylor on
the south by the land of Richard Rockell also two small houses which the said Gray formerly
the name of Sally and the other Jack with all and singular the appurtenances to the said two
parcels of Land belonging or on any wise appertaining and all the Estate right title and interest
of the said Christopher Gray in and to the said granted tract or parcel of Land and promised to have
to hold the said lands granted or intended to be granted tract or parcel of Land and promised with its
appurtenances also the two small houses unto the said Jacob Barnard & his heirs Executrix
and assigns for ever to the only proper use and behoef of the said Jacob Barnard & his heirs
Executor administration and assigns forever and the said Christopher Gray for himself and his Executrix
administration doth hereby Covenant promise and agree to and with the said Jacob Barnard & his
his heirs Executors administration and assigns forever in manner and form following that is to say
that the said Christopher Gray his heirs Executors administration the aforesaid tract or parcel of Land and
promised with their appurtenances also the two small houses aforesaid unto the said Jacob Barnard
& his heirs Executors administration and assigns against all persons whatsoever shall and will stand
and for ever defend by these presents upon trust notwithstanding that the said Jacob Barnard &
his heirs Executors administration shall permit the said Christopher Gray to remain in quiet posse
possession of the said tract or parcel of Land and promised with its appurtenances and also the two small
houses aforesaid and take the profits thereof to his own use until default be made in the said tract
or hundred and sixteen dollars either in the whole or in part and then upon the further trust that he
or any one or either of them or the survivor of them or the heirs Executors administration or assigns of
such survivor shall and will do soon after the happening of such default of payment as they or either
of them or the survivor of them or the heirs Executors administration or assigns of such survivor may
think fit for the said Christopher Gray his heirs Executors administration or assigns shall require but shall
not exceed the sum of one hundred and sixteen dollars either in the whole or in part and shall be paid
for the purpose and shall be used to pay the debts and expenses of the said tract of Land and
appurtenances also the above mentioned houses or such part of the same
granted promised as the trustee or his representative lawfully authorized to act shall think best
for the purpose and shall be used to pay the debts and expenses of the said tract of Land and
appurtenances also the above mentioned houses or such part of the same