

Conditions of said indenture being Read so that the said Warrant may be liable to sustain any loss or inconvenience on account of the contract or bargain with said Nicholas then the said Robert Nichol shall at the request of said Warrant expose the said land to public sale to the highest bidder for Cash after having given ten days notice of the time and place of such sale and out of the proceeds of such sale pay the expenses attending such sale and thus first in out of the remainder pay to the said Warrant the sum of Five hundred and thirteen dollars and the remainder of any pay to the said Nicholas or any person authorized to receive it for him. And if the said Nicholas shall ever and truly confirm the contract and cause a good right and title to be given to said Warrant so that the said Warrant suffer no loss or injury then the above obligation to Robert Nichol and said Warrant to run and in full force and virtue In Witness whereof the parties have hereunto set their hands and affixed their seals on the middest first above written

signed seals and delivered
in presence of Teste

Robert Nicholas
William L. Rochelle
Barham Warrant

Southern County In the Clerk's Office the 20th day of September 1830
This Indenture made, act and conveyed by Robert Nicholas William Rochelle and Barham Warrant the parties hereto and admitted to record And as a Court here for the County aforesaid the 18th day of October 1830. The said Indenture was entered upon the proceedings of the day

Teste James Rochelle to be

Drake To
Bartolomew
Delivered to James
Bartolomew
February 5/1831

This Indenture made this twentieth day of September one thousand eight hundred and thirty between Eli Drake of the County of Southampton and State of Virginia of the first part James Bartolomew of the County and State of the second part and Joseph Pittman of the County of Southampton and State of Virginia of or said of the third part Witness that whereas the said Eli Drake stands jointly indebted by a note of hand to the said James Bartolomew in the sum of twenty six and twenty four cents current money of the United States of America and whereas for the further assurance of the payment it is agreed by the parties hereto that a conveyance in Trust shall be made unto the said Joseph Pittman for the benefit of the said James Bartolomew of the sum on the note aforesaid shall not be immediately paid with lawful interest thereon on or before the first day of December next at which time the said Eli Drake for and in consideration of the premises and for the further sum of One dollar to him as hereinafter paid the receipt of which is acknowledged hath bargained and sold and by these presents doth for himself his heirs and assigns give grant bargain and sell unto the said Joseph Pittman his heirs and assigns on horse from cattle mares hogs with all their increase the greater Beds and furniture one Cart & pair of Cart wheels & three other stable one safe & four iron pot & hooks & fry pan 3rd best 2 axes & 2 w. hors & 1 w. horse To have and to hold the aforesaid granted and bargained premises unto the said Joseph Pittman his heirs and assigns in Trust however and it is hereby declared to be the true intent and meaning of these presents that if the said Eli Drake shall immediately pay to the said James Bartolomew his heirs or assigns the said sum of twenty six dollars and twenty four cents and interest agreeable to the Tenor of the said note to the said James Bartolomew then the said Joseph Pittman his heirs and assigns shall hold the property above granted to the sole and proper use and behoof of the said Eli Drake And the said Joseph Pittman covenants and agrees as doth the parties hereto write that if the said Eli Drake his heirs Execution and assigns shall fail to make payment to the said James Bartolomew his heirs and assigns on or before the first day of December next the sum due on the note aforesaid then the said Joseph Pittman his heirs and assigns shall have the right of the above granted and bargained premises for the purposes following that is to say at the request of the said James Bartolomew his heirs or assigns the said Joseph Pittman his heirs Execution and assigns or either of them shall give ten days notice and sell at public auction the above mentioned property and shall pay the money arising therefrom to the said James Bartolomew his heirs or assigns so far forth as shall be then due and after said selling

Ex 2

Ex 2