

139

Plt. No. 36 Vol. 8

First Indenture made this 17th day of November in the year of our Lord 1830
between James Blom of the first part James Rochelle of the second part and Robert
Gordon of the third part: Whereas the said James Blom is justly indebted to the
said Robert Gordon on the sum of £1 One hundred dollars to be paid on the first day
of February in the year 1831, as by a Bond bearing date on the 17th day of November
in the year 1830 now fully appears which debt with the legal interest thereon
accruing the said James Blom is willing and desirous to pay over therefore this
Indenture Mustered and signed in Consideration of the premises and
also for the further Consideration of one dollar of lawful money of Virginia to the
said James Blom in hand paid by the said James Rochelle at and before the
Sealing and delivery of these presents she receipt whereof is hereby acknowledged
by the said James Blom having given grant in writing and doth solemnly
and emphatically released and confirmed and by these presents doth grant
sayam and all other encl. release and Confirm to the said James Rochelle
and his heirs and assigns forever all of his interest in and to a tract or parcel
of Land formerly Richard Blom's late near the Cappice Bridge on Holley
River and which said Land was purchased jointly by Henry Blom and
the said James Blom at public Auction which auction is fully appear
by reference to a Deed record'd in the Clerk's Office of Southampton from
the said Gordon acting as Commissioner to the said James Blom and Henry
Blom with all and singular the appurtenances to the said tract or parcel of
Land belonging or in any wise appertaining and all the right title and interest
of the said James Blom in and to the said granted or intended to be hereby
granted tract or parcel of land and promised to have and to hold the said
granted or intended to be hereby granted tract or parcel of land and premises
which its appertaining into the said James Rochelle his heirs Executors
and Administrators or assigns forever to the only proper use and behoef of the
said James Rochelle his heirs Executors administrators and assigns forever and the
said James Rochelle his heirs Executors and administrators aforesaid hereby
Covenant and agree to and with the said James Rochelle his heirs Executors
and assigns that the said James Blom his heirs Executors or assigns the aforesaid
tract or parcel of land and premises with their appurtenances unto the said
James Rochelle his heirs aforesaid against persons whatsoever shall and will
warrant and defend by these presents: Upon Trust nevertheless that the said
James Rochelle shall permit the said James Blom to remain in possession
of the said tract of land and take the profits until default be made on
the payment of the said sum of One hundred dollars within the whole one
part and then upon this further trust that he or his heirs executors or assigns
shall and will so soon after the happening of such default as to pay unto
him or his heirs or assigns may think proper or the said Robert Gordon his heirs
or assigns shall request sell the said tract of Land or such part as the Trustee
or his legal representative shall think proper to sell to the highest bidder
for cash at public Auction after having given ten days notice at the said
house door in the County of Southampton and out of the town among friends
such sale after satisfying the charges thereof pay to the said Robert Gordon
his heirs or assigns the sum of One hundred dollars with the interest that
may have accrued and the balance of any sum to the said James Blom
his heirs or assigns. But if the whole of the said sum of One hundred
dollars shall be fully paid off and discharged to the said Robert Gordon
with so that no default be made when the same is payable then the
same to be void or else to remain in full force and Virtue.