

548
Whitfield
To
Griffin and

Delivered to
Jacob Barnes
Nov. 31/1834

Exam?

This Indenture made and entered into on this 26th day of January in the year of our Lord One thousand Eight hundred and thirty one by and between John Whitfield of the first part Jonathan T. Griffin of the second part and Jacob Barnes of the third part each and all the parties herein are of the County of Southampton State of Virginia whereas the said John Whitfield stands justly indebted to the said Jacob Barnes in the sum of five hundred dollars which debt appearing due as such of even date herewith as this indenture it shall the same being payable and on the payment of which together with the legal interest accruing thereon the said John W. Whitfield are willing and desirous effectually to secure to the said Jacob Barnes therefore this Indenture Witnesseth that the said John W. Whitfield as and in consideration of the promises as of the further sum of one dollar currency money of the United States to him in paid by the said Jonathan T. Griffin at and to the enclosing and delivery of these presents the full receipt of which is hereby acknowledged from every part of which the said Jonathan T. Griffin and all his legal representatives are forever released exonerated and discharged he the said John W. Whitfield have as appears his inheritance and sold unto the said Jonathan T. Griffin his heirs and assigns one tract or parcel of Land lying and being in the aforesaid County of Southampton and State of Virginia it being the balance of land by Jonathan T. Griffin Deeded to him the said John W. Whitfield by his father Rufus Whitfield and being the same land and premises on which Rufus Whitfield his father formerly lived died and was buried To have and to hold the said tract of Land and every part and parcel thereof that is to say all the right title interest and Estate therein in every way and manner whatsoever to him the said Jonathan T. Griffin his heirs and assigns forever to the only proper use and behoof of him the said Jonathan T. Griffin his heirs and assigns forever In Trust nevertheless that if the said John W. Whitfield his Executor or adm^r or any person else for him and at his request at any proper time hereafter that is to say before the date of the above named property shall pay to the said Jacob Barnes his Executor then or assigns the aforesaid debt of five hundred dollars together with the legal interest accrued thereon and also the Cost of recording and all other reasonable Costs charges incurred in carrying into effect this Indenture that then this Indenture and every thing herein contained is to be void and of no effect but if the said John W. Whitfield nor no other person as aforesaid shall have nor do he not pay the aforesaid debt interest Costs and charges aforesaid or such part thereof as shall appear not to have been paid that then and in that case the said Jonathan T. Griffin his Exec^r or adm^r shall and may sell so much or all of the foregoing named Land for cash at public Auction first advertising Ten days previous by this to the place of such intended sale and out of the money raised by such sale pay and satisfy all Costs and reasonable charges incurred hereby together with the aforesaid debt and interest and if any surplus of money thereafter remains the same shall be paid over by the said Jonathan T. Griffin his Executor or adm^r to him the said John W. Whitfield or to such other persons as shall be entitled to receive the same and if the aforesaid debt interest and Costs as aforesaid shall be paid prior to the date of the said Land herein named then and in that case the said Jonathan T. Griffin his Executor or adm^r shall release to the said John W. Whitfield or to those properly entitled to the same this property heretofore transferred to him the said Jonathan T. Griffin his Exec^r and adm^r (and in the said John W. Whitfield both by these presents warrant and defend the right title of us and to the foregoing named property and every part thereof unto him the said Jonathan T. Griffin his Executor and adm^r and assigns forever and forever In Witness whereof we the parties herein have hereunto set our