

Blen
To
Thomas Foster

This Indenture made and entered into this the 20th day of May in the 1st year of our Lord one thousand Eight hundred and thirty one between James Blen of the first part John Thomas of the second part and Henry Blen of the third part all of the County of Cumberland and State of Virginia Well to wit that whereas the said James Blen stands fully indebted to the said Henry Blen in the just sum of six hundred and twenty four dollars and cents due by Bond and bearing date on demand the 1st day of May 1831 and the said James Blen being willing and desiring to have the said Henry Blen the amount of the aforesaid Bond amounting as aforesaid to the sum of six hundred and twenty four dollars and cents together with the interest which may lawfully accrue hereon that purpose hereby consented to make a bargain and to the said John M Thomas Nov. this Indenture further Well to wit that the said James Blen for and in consideration of the sum of two dollars to him in hand paid by the said John M Thomas the receipt whereof before the making and delivery of these presents is hereby acknowledged Have granted bargain and sold and do by these presents grant bargain and sell unto the said John M Thomas the following property to wit from horses one Bureau one feather bed and furniture 5 head of Cattle 8 sheep and his proportion of the growth of the crop of every description now in the plantation whereon the said Henry Blen at present resides also the undivided half of 2 single jigs and turn up also his proportion of the ensuing crop of Brandy To have and to hold the aforesaid property to have the said John M Thomas his heirs &c forever and the said James Blen for himself his heirs &c covenants and promises to warrant and defend the right and title to the said property and only grants and warrants the said property upon this Special Trust and Condition that if the said James Blen shall well and truly on or before the first day of January 1832 or when ever thereafter he may be required discharge the amount of the aforesaid Bond together with the interest which may thereon have accrued also the expenses incurred in the execution of these presents then this Indenture and every thing herein to be void and of none effect. But if on the contrary the said James Blen should fail to pay on or before the first day of January 1832 the amount of the aforesaid Bond together with the interest thereon also the expenses attending the execution of this trust or any part thereof then the said John M Thomas at the request of the said Henry Blen his heirs or assigns shall set up and sell to the highest bidder for cash the aforesaid property at some place to be designated by the parties hereto having previously advertised the time place & terms of sale and the proceedings arising from said sale shall be by the said John M Thomas applied in the following manner first pay and discharge the expenses attending the execution of this trust second pay and discharge the amount of the aforesaid Bond amounting as aforesaid to six hundred and twenty four dollars and cents together with the interest thereon or discharge so much thereof as may be due and unpaid 3rd The surplus if any pay over to the said James Blen his heirs or assigns In Testimony whereof the said James Blen John M Thomas and Henry Blen parties hereto have hereunto set their hands and affixed their seals the day and year first above written

Signed sealed & delivered
In presence of

James Blen. Seal
John M Thomas. Seal
Henry Blen. Seal