

Whitfield
To
Barnes
Ex. & delinets
Jacob Barnes
Dec 8/1834

This Indenture made and entered into on this 17 day of November year 1834 by and between Ruben Whitfield of the first part, Jonathan T. Griffin of the second part and said County of Southampton Co. This Indenture Witnesseth that the said Ruben Whitfield is fully indebted to the above named Jacob Barnes in the sum of Eighty six dollars and fifty two cents as will appear by bond of even date herewith bearing thereon the said Ruben Whitfield are releasing effectually ^{thereof} to be paid to the said Jacob Barnes Now therefore this Indenture Witnesseth that the said Ruben Whitfield as well in consideration of the premises as of the sum of one dollar or thereabouts paid by the said Jonathan T. Griffin at and before the making and delivery of these presents the full receipt of which is hereby acknowledged and from every part of which the said Jonathan T. Griffin and all his legal representatives are forever released exonerated and discharged he the said Ruben Whitfield have bought and sold and do by these presents grant bargain and sell unto the said Jonathan T. Griffin his heirs and assigns the following named property to-wit: Two lots of land one of which the said Ruben Whitfield acquired title to by marriage the other he said Whitfield bought of Benjamin Jordan and others which land has been previously conveyed in trust for the benefit of said Barnes (and is not as yet released by another conveyance also one small mare two feather beds and furniture one cart and wheels seven Racks one Spring wheel two pots one pan one Spider, Cat Corners Tools one grind stone five printer plates one desk one Dutch oven fifteen Bands Corn three weed hoes one grub hoe two axes three ploughs one cart to one plough frame one horse and gear two chest two Cows one load iron together with the balance of any property of every kind whatsoever To have and to hold the above named property and every article thereof that is to say all the right title interest and estate therein which has hitherto vested in the said Ruben Whitfield in any way or 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 Ruben Whitfield his Executor admors trustee or any person due for him and at his request at any proper time hereafter that is to say before the sale of the above named property or any part thereof shall pay to the said Jacob Barnes his Ex^r adm^r or assigns the debt interest and cost which shall or may accrue hereby herein at any future day agreeable to the tenor hereof that then this indenture and every thing herein contained is to be void and of none effect but if the said Ruben Whitfield nor any other person or persons shall or doth not pay or cause to be paid the said sum of Eighty six dollars and fifty two cents together with all legal interest and costs which shall accrue thereon or such part thereof as shall appear not to have been paid that then and in that case the said Jonathan T. Griffin his Ex^r or adm^r shall and may sell or dispose of all of the before named property for cash at public auction first giving in writing previous public notice of the time and place of such intended sale by advertisement posted up in three or more public places in the neighborhood of the said Ruben Whitfield as shall be sufficient to pay the said debt interest and costs of conveying this Indenture into full effect and execution and if any surplus money remain