

Said Claims that upon such performance the said John C. Turner, his Exor. or adm^r shall not sell any part of the property nor the interest thereof, but in case the said Jonathan Griffen shall fail to make the necessary arrangements to meet the claims which may hereafter come against said Exor as aforesaid then upon such failure the said John C. Turner, his Exor or adm^r shall and may sell the above named property or part thereof as and may require to discharge all such Claims or at least so far as said Exor. is bound for cash, first giving Ten days previous public notice of each sale of such goods or interest of said property to be made and of the purpose thereof by all such demand or claims as aforesaid as they shall come to him or demand thereof be made of said Executor and any surplus money that may remain after discharging the claims for which due notice is made shall be loaned out by the said John C. Turner, his Exor or adm^r under the same person who shall give bond and good security the same made payable to the above named Jacob Barnes as Exor of George Whitfield and delivered over immediately to said Exor or paid over to the said Exor who shall execute to the said John C. Turner or his Exor or adm^r a receipt for the whole money raised by such sale and so on in each case of sale of more or more shall be made as before directed and the said Jonathan Griffen doth by these presents warrant and defend the right and Title of the before described property to him the said John C. Turner, his Exor adm^r and assigns for and during the natural life of his wife Pety who was at the death of George Whitfield dec^d against the claim of himself and of all and every person and persons whatsoever. In Witness whereof the said Jonathan Griffen has with the other parties herein before named set their hand and affixed his seal with theirs on the day and year hereunto first before written.

Signed, sealed, acknowledged and delivered in presence of

Jonathan Griffen (Seal)
John C. Turner (Seal)
Jacob Barnes (Seal)

Santhampton County In the Clerk's Office the 17th day of December 1832
This Indenture was acknowledged by Jonathan Griffen, John C. Turner & Jacob Barnes the parties thereto and admitted to record And at a Court held for the County of Santhampton the 21st day of January 1833. The said Indenture was as entered upon the proceedings of the day

Telly James Rochelle &c

Griffen To Barnes
This Indenture made and entered into on this 17th day of December, year 1832
By and between Jonathan Griffen first part John C. Turner of the second part and Jacob Barnes of the third and last part all of whom reside in the County of Santhampton Virginia This Indenture Witnesseth that the said Jonathan Griffen is indebted to the said Jacob Barnes as acknowledged by Deed bearing date the 15th day of July, year 1828 for the sum of One hundred and Twenty nine dollars and forty five cents which debt has previously in part been secured by a Deed of Trust executed by said Griffen to George G. Enley and in addition thereto in order to more fully secure the payment of the aforesaid debt interest which has and may hereafter accrue thereon together with all cost accruing hereby and the further sum of one dollar current money of the United States to him the said Jonathan Griffen and paid by the said John C. Turner the receipt of which is hereby acknowledged and from which the said and all his legal representatives are forever released exonerated and discharged

Griffen
To
Barnes
En's Hand & Seal
Witnessed
May 23rd 1836