

Brown
to
Rockwell

This Indenture made this 22nd day of January 1833. Between Orris A Brown of the first part, John M Thomas of the second part and James Rockwell of the third part all of the County of Southampton and State of Virginia Whereas the said James Rockwell has this day become the said Orris A Brown's security to the following for the coming or delivery hereof to wit one to George A. McKeir some for one to Mills Edwards for one to Joseph Marmont for And the said Orris A Brown is anxious and desirous to secure the said James Rockwell from any loss or damage which he might sustain by reason of his securing the said John M Thomas for this Indenture all the profits that for and on his consideration of the premises and also for the further consideration of one dollar to him in hand paid by the said John M Thomas at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Orris A Brown hath given granted bargained and sold and by these presents doth give grant bargain and sell unto the said John M Thomas his Executor and administrators forever the following negro slaves to wit Henry Peter Jope, Wimmere, Mount, Peter Jr, Catham Kate, Ellen, Ann, Maria, Margie Childs Joan and Clara and Lucy To have and to hold the said hereby granted or intended to be hereby granted negro slaves and the future increase of the females thereof unto him the said John M Thomas his Executor and administrators forever to the only proper use and behoof of him the said John M Thomas his Executor and administrators forever And the said Orris A Brown himself his heirs Executors and administrators doth hereby Covenant promise and agree to and with the said John M Thomas his Executor and administrators forever in manner and form following that is to say that the said Orris A Brown his heirs Executors and administrators the after said Slaves with the future increase thereof unto the said John M Thomas his Executor and administrators against all persons who at any time shall and will warrant and forever defend by their own entry upon the said premises that the said John M Thomas his Executor and administrators shall permit the said Orris A Brown or his agent and peaceable possessors of the after said Slaves and take the profits thereof to his own use until default be made in the payment of any of the after said forth coming or delivery bonds. Or the said James Rockwell may be likely to suffer on account of the security sheps aforesaid and therefore notwithstanding the said John M Thomas his Executor and administrators shall and will do soon after the happening of such default of payment And the said John M Thomas his Executor and administrators may think proper or the said James Rockwell his Executor and administrators shall request sell the said Slaves and the future increase of the females thereof or such parts of the hereby granted Slaves as the trustee or his representatives shall think proper to act shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having fixed the time and place of sale at his own discretion and given ten days notice thereof by advertisement in one or more public places in the neighborhood of the said Sale And out of the monies from such sale shall after sales paying the charges thereof and all other expenses attending the premises pay to the said James Rockwell his Executor and administrators the said Sums which he may be compelled to pay by reason of his security shep aforesaid together with the interest and cost which may accrue