

Burwell Bryant alias agent of Beale, James Pope, John Long, and Mary at Newington
and his heirs forever in Trust for the following purposes to wit: Whereas the said Sampson &
Reese hath this day become bound as security given as forth coming and delivering Bond executed
by Theophilus Joyner and William Newton to Elias Sommers for the sum of One Hundred
and four dollars and ninety cents and the said William Newton being desirous to have
left the said Sampson & Reese from the above named security ships doth Covenant and agree
that the said Jefe Drury may on being required by the above named Sampson &
Reese proceed to sell to the highest bidder after advertising for twenty days at one
or more public places in said County the day and place of sale the above tract
of Land and the money arising from the sale pay the above bond and all Cost
and interest thereon and the said Jefe Drury on his part Covenanting that he will
pay over to the said William Newton any balance which may remain in his
hands after satisfying the above debt and all Cost attending the said Trust Whereupon
hands and seals this 21st day of December 1832

W^m Frech

Jefe Drury

The Joyner

William Newton (and)

Jefe Drury (and)

Sampson & Reese (and)

Smithampton County Surveys Office the 3rd day of January 1833.

This Indenture was acknowledged by Jefe Drury one of the parties thereto and
admitted to record as to him and acknowledged by Sampson the 20th day of March 1833
and admitted to record as to him. And on the 1st day of April 1833 acknowledged
by William Newton and admitted to record as to him and at a Court held for said
County aforesaid the 15th day of April 1833 the said Indenture was returned upon
the proceedings of the day

Jefe James Roghelle Esq

Joyner
To
Barham

This Indenture made and entered into this 1st day of April 1833 Between Theophilus Joyner
of Smithampton County and State of Virginia of the first Jefe Drury of the second and C^d
Barham of the third part Witnesseth that the said this Joyner is jointly indebted to the
said C^d Barham in a Bond of forty dollars bearing even date with the indenture and the
said Joyner being desirous to secure the said Barham against any loss which he may
sustain in the debt aforesaid hath granted bargained and sold as well for the purpose
above mentioned as for the consideration of the sum of one dollar to him in hand paid by
the said Drury before the sealing and delivering of the present to the said Drury
his heirs Exors &c the following property to wit One Bay mare One cow and four pigs
four Bunches Corn One Stack of Bladefoder Three beds and furniture together with
some other Articles too tedious to mention to have and to hold to her only heirs
and behoof forever upon Trust nevertheless that the said Drury shall permit
the said Joyner to remain in quiet possession of the above mentioned property and
take the profit thereof to his own use until the said Barham shall see Cause
to request the said Drury to make sale of the aforesaid property when the said
Drury shall after giving legal notice of the time and place of sale expose to sale
the said property or so much thereof as will so suffice him for the purpose and to
of the proceeds of the said sale first pay the Costs and expenses thereof and then pay
satisfy the debt aforesaid for which the said Joyner is bound by bond to Barham