

that the said Candy Whitefield may and shall execute a full and complete deed of sale and do all other acts which law and custom in the Laws may advise for the recovery of the aforesaid property to the said William B. Beliles But should the said William Beliles his heirs Executors or Administrators fail or refuse to pay the aforesaid sum or any part thereof with interest at three per cent the 1st thereof when this is requested then and in that case whereby agreed between the parties that it may be lawful for the said Candy Whitefield who is mutually known by the parties as trustee his Executors or administrators at anytime after 25 day of December next at the request of either the said William Beliles or the said Benjamin Whitefield or either of their heirs Executors or Administrators to offer the aforesaid property to public sale for cash or so much as will be sufficient pay and satisfy the above mentioned claims Interest and Costs accruing thereon after first giving twenty days notice by advertisement at three or more the most publick places in the neighborhood of said property of the time and place of sale and out of the proceeds thereof paying unto the said William Beliles aforesaid interest and Cost and the surplus of said payment unto the said William Beliles his heirs Executors or Administrators and its further agreed between the parties that it may be lawful in case of sale to execute a full and complete deed of conveyance of the few simple estate in said property to the purchaser or purchasers and the said William Beliles for himself his heirs Executors Administrators jointly and severally agrees to and with the said Candy Whitefield his heirs Executors Administrators agrees that he the said William Beliles for himself his heirs Executors Administrators will forever warrant and defend the title of said property against themselves their heirs Executors and Administrators and against all and every person or persons whomsoever In Testimony whereof the said the parties to these presents have hereunto set their hands and affixed their seals the day and date above written

Signed sealed and delivered

in presence of (Subscribed before a Notary)

James H. Whitefield

<sup>and</sup>  
Candy Whitefield

Catharine <sup>and</sup> <sub>son</sub> Whitefield

Essex County In the Clerks Office the 17 day of June 1833.  
This Indenture was acknowledged by William Beliles and Benjamin <sup>and then</sup> Whitefield two of the parties thereto and admitted to record And a Court held for the County aforesaid the 10 day of July 1833 The said Indenture was set up on the proceedings of the day

William B. Beliles (Seal)  
Benjamin Whitefield (Seal)  
Candy Whitefield (Seal)

Teste James Rockwell Esq

Parker  
S.  
Kindred  
Solomon H. H.  
Hindman  
J. H. Whitefield

I know all men by these presents that I Elizabeth S. Foster of the County of Hampshire and State of Virginia for and in Consideration of the natural love and affection which I bear to Benjamin Bynum Hindman of the County and State aforesaid as well as for the former Consideration of one dollar to me in hand paid by the said Benjamin Bynum Hindman at or before the executing and delivery of these presents therewithal is hereby acknowledged have given and granted and by these presents do give and grant unto the said Benjamin Bynum Hindman One negro boy by the name of Solomon to him and his heirs forever at any decease to have and to hold the said negro Solomon I Elizabeth S. Foster doth hereby