

Lewis
To
Simmons

Ex^o & del?

to Geo. A. B.

Barham

Jan 18/54

These Indenture made this 31st day of May in the year 1854 Between Zebulon Lewis of the first part George A. B. Barham of the second part and Daniel M. Simmons of the third part Whereas the said Zebulon Lewis is jointly indebted to the said Daniel M. Simmons the sum of forty nine dollars and forty two Cents due and payable on the 31st day of May 1854 and the said Simmons being security for the said Lewis to for the coming limit due and payable to the said Lewis being had thereto the amount will be as contained in the said Indenture due the said Simmons as well as to secure and indemnify him against any loss which he sustains as security aforesaid which for and in consideration of the premises as well as for further consideration of the sum of one dollar to him in hand paid by the said George A. B. Barham at or before the making and delivery of these presents he the said Zebulon Lewis hath given granted bargained and sold and by these presents doth give grant bargain and sell unto the said George A. B. Barham a certain tract or parcel of his certain land owned by his father lying and being in the County of Southampton and State of Virginia unincorporated as follows Thomas Kiley, William A. Lyne, de^d Gregory Rowling and the three heirs the number of acres not set as contained with all and singular the appurtenances to the said tract or parcel of land belonging or in anywise appertaining To have and to the said hereby granted premises with its appurtenances unto the said George A. B. Barham his heirs and assigns forever and the said Zebulon Lewis for himself his heirs Executors and administrators doth hereby Covenant promise and agree to and with the said George A. B. Barham his Executors and assigns in manner and form following that is to say that the said Zebulon Lewis his heirs Executors and administrators the aforesaid tract or parcel of land and premises with their appurtenances unto the said George A. B. Barham his Executors and assigns all persons who shall and will claim and defend by these presents they must nevertheless that the said George A. B. Barham his heirs Executors and administrators shall permit the said Zebulon Lewis to remain in quiet and peaceable possession of the said tract or parcel of land and premises with its appurtenances and take the profits thereof to his own use until default be made in the payment of the said sum of money above named either in whole or in part and then upon this further trust that his heirs Executors or administrators shall and will do soon after the happening of such default of payment as he his heirs Executors assigns shall request sell the said tract of land and premises with its appurtenances or such part of the hereby granted premises as the trustee or his legal representatives hereby authorized to act shall think proper 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 their own discretion and ten days or more thereof by advertisements set up at the Court house door of the said County and other public places or more public places in the said County and out of the money arising from such sale shall after satisfying the charges thereof and all other expenses attending the premises pay to the said Daniel M. Simmons his Executors and assigns the said sum of forty nine dollars and forty two Cents with legal interest which may thereby attend and the balance of any shall pay to the said Zebulon Lewis his heirs Executors assigns or assigns but if the whole of the said sum of forty nine dollars and forty two Cents shall be fully paid off and discharged to the said Daniel M. Simmons his Executors assigns or assigns on or before the 1st day of May 1854 when the same is payable so that no default of payment of the said sum of