

dated the 2d William H. Cuttler his hands Esq<sup>r</sup> and a copy is given that the aforesaid property hereby Conveyed unto the said William H. Cuttler his hands Esq<sup>r</sup> and a copy against all persons whatsoever shall and will remain and forever defend the present indenture notwithstanding that the said William H. Cuttler his hands Esq<sup>r</sup> and Shall permit to the said William H. Cuttler his hands Esq<sup>r</sup> or his assigns to make in trust for the said property hereby Conveyed until default be made in the payment of the said sum of forty dollars and forty four Cents due in the whole or in part and then upon this further trust, that the said William H. Cuttler his hands Esq<sup>r</sup> or his assigns shall and will so soon after the happening of such default of payment as they may think proper with said John Hargrave his Executor and Administrator or assigns shall request sell all the aforesaid property hereby Conveyed or such part thereof as the said trustee or his legal representative hereby authorized to act shall think sufficient for the purpose and shall offer 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 give at least ten days previous public notice of the time and place of such sale by advertisements posted up at three or more places in the neighborhood and out the names arising from such sale shall after satisfying the day therefrom pay all the expenses attending the execution of these presents to the said John Hargrave who assigns the said sum of forty dollars and forty four Cents with the interest which my honor lawfully have accrued or so much as may then be due of the said debt and the balance if any shall pay to the said William H. Cuttler or his order or representation but if the whole of the said sum of forty dollars and forty four Cents shall be fully paid off and discharged to the said John Hargrave his heirs Executor and Administrator or assigns so that no default of payment be made, then this indenture to be void and to remain in full force and virtue. In witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed sealed and delivered

in the presence of

Bennett R. Whittley

Bennett Edwards

Simon E. Newcome

Suffolk County In the Clerks Office the 31<sup>st</sup> day of July 1834.

This Indenture was acknowledged by William E. Newcome William H. Cuttler and John Hargrave the parties third and admitted to record. And at a Court held for the County before the 18<sup>th</sup> day of August 1834. The said Indenture was entered upon the records of the day.

Teste James Rochelle Esq

This Indenture made and entered into on the 30<sup>th</sup> day of May in the year of our Lord Eighteen hundred and thirty four. Between Simon E. Newcome of the first part William H. Cuttler the trustee of the second part and John Hargrave of the third part all of the County of Southampton and State of Virginia. Whereas the said Simon E. Newcome stands jointly indebted to the said John Hargrave by one hundred and ten dollars which debt with date when these presents in the sum of One hundred and ten dollars which debt with the legal interest thereon according the said Simon E. Newcome is and deserves to stand