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This Indenture made this 2^d day of October 1834 Between John W Thomas of the first part
all of the County of Southampton and State of Virginia. Whereas the said John W Thomas of the first part
and James Rochelle and Clements Rochelle of the third part
into Rochelle have become bound as sureties for the said John W Thomas in a note executed to Richard
Darden for the sum of Eight hundred and sixteen dollars which note executed to Richard
Darden and is payable on the 18th day of February 1835 which note the said John W Thomas is willing
and desirous to leave; and to save harmless the said James Rochelle and Clements Rochelle from
all liability of the payment of said debt as his sureties aforesaid. Now this Indenture witnesseth
that for and in consideration of the premises and also for the further consideration of one
dollar of lawful money of Virginia to the said John W Thomas in hand paid by the said Lileston
R Edwards at and before the sealing and delivery of these presents, the receipt whereof is hereby ac-
knowledged by the said John W Thomas hath given, granted, conveyed, sold, aliened, conveyed
released and confirmed and by these presents doth give, grant, convey, sell, alien, convey, release
and confirm to the said Lileston R Edwards and his Executors and assigns forever the follow-
ing negro slaves, to wit Sam. Jeffry, Bob and Sarah. To have and to hold the said hereby
said Executors and assigns forever. To the only proper use and behoof of the said Lileston R
Edwards his heirs Executors administrators and assigns forever. And the said John W Thomas
for himself his heirs Executors and administrators doth hereby covenant promise and agree to and
with the said Lileston R Edwards his Executors and administrators forever in manner and form
following that is to say, that the said John W Thomas his heirs Executors and administrators the
aforesaid negro slaves unto the said Lileston R Edwards his Executors & administrators against
all persons whatever shall and will warrant and forever defend by these presents. Upon Trust
Nevertheless that the said Lileston R Edwards shall permit the said John W Thomas to re-
main in quiet and peaceable possession of the said negro slaves and take the profits thereof to his use
and until default be made in the payment of the said sum of Eight hundred and sixteen dollars
wherein the whole or on part and then upon the further Trust the said L.R. Edwards or his Execu-
tors or administrators shall and will do soon after the happening of such default of payment
as he or his Executors or administrators may think proper or the said James Rochelle and Clements
Rochelle, their heirs Executors, administrators or assigns shall request sell the aforesaid negro
slaves or such part of them as the trustee or his legal representative hereby authorized to do
shall think sufficient for the purpose, and shall think proper to sell to the highest bidder for cash
ready money, at public auction, after having given the time and place of sale at his own discretion
and given at least twenty days notice thereof by advertisement to be set up in three or more of the
most public places in the neighborhood of the said sale, and out of the monies arising from such
sale shall after satisfying the charges thereof and all other expenses attending the premises
pay to the said Richard Darden his Executors administrators or assigns the said sum of
eight hundred and sixteen dollars with the interest which any of them lawfully have accrued and
the balance if any shall pay to the said John W Thomas his heirs Executors administrators or
assigns. But if the whole of the said sum of Eight hundred and sixteen dollars shall be
fully paid off and discharged to the said Richard Darden or before the 18th day of February
in the year 1835 so that no default of payment of the said sum of Eight hundred and sixteen
dollars be made then this Indenture to be void and the herein made free & void.
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.
J. W. Thomas