

described tract or parcel of land and premises with all and singular its appurtenances, thereto belonging unto him the said Henry Kinard his heirs and assigns forever, (to and for the only proper use and behoof of him the said Henry Kinard his heirs and assigns forever). And the said Jacob Barnes for himself his heirs, Executors and assigns doth hereby covenant and agree to and with the said Henry Kinard his heirs executors assigns and assigns that he will by these presents warrant and forever defend the right and title of the aforesaid tract or parcel of land, and every part or parcel thereof, against the claims or demands of all and every person or persons whatsoever. In WITNESS whereof the said Jacob Barnes hath hereunto set his hand and affixed his seal the day and year first above written.

Signed, sealed & delivered
in presence of —

Jacob Barnes (Seal)

Southampton County. In the Clerk's Office, November 16th 1835.

This Indenture was acknowledged by Jacob Barnes and admitted to record. And at a Court held for the County aforesaid December 21st 1835. The said Indenture was entered upon the proceeding, of the day.

Teste L. P. Edwards C. C.

This Indenture made and entered into this 23rd day of September in the year one thousand eight hundred and thirty five, between Benjamin Molavis of the County of Suffolk of the first part, Mary Applewhite of the County of Southampton of the second part and Henry Mason of the third part: Whereas, by Divine Providence, a marriage is shortly intended, to be had and solemnized between the above named Benjamin Molavis and Mary Applewhite, and it is agreed between them that the said Mary shall convey and settle her property in manner and to the uses hereinafter set forth, in lieu of her right of legal dower in the said Benjamin's estate real and personal, his part to which is the said Benjamin signifies by becoming a party to these presents. This Indenture then for witnesseth, that for and in consideration of the premises and of the sum of one dollar to her in hand paid by the said Henry Mason party of the third part, the receipt whereof is hereby acknowledged, she the said Mary Applewhite hath bargained, sold and conveyed, assigned and transferred unto the said Henry Mason the following property, to wit Negro Slaves Cady of her three children Henry, Jeane and Henry and their future increase, one Mahogany bedstead, bed and furniture, one small Parson, and a large Table, also the sum of twelve hundred dollars, now due her in bonds — Upon trust nevertheless, that the said Henry Mason shall permit the said Benjamin and Mary, after the marriage shall be solemnized, to take and enjoy the annual profits, interest, use and possession of the said slaves & their increase, money and other property aforesaid, during their joint lives, and from and after the death of the said Benjamin, if he should die first, that the said Henry Mason shall convey, transfer and assign the said slaves and increase, money and other property, to her the said Mary; and if the said Mary should die first, then to the issue of the said marriage if any, and if none to such person or persons, as she shall by Will direct and appoint: To the intent and for the purpose, that the said slaves and their increase, money and other property shall not be at the disposal, or subject to the acts, forfeitures or engagements of the said Benjamin

Seals of Applewhite

to

Mason, trustee.

Co. of Delaware

in Allen Nym

Cady

Sept. 18. 1835.