

Agree his heirs Executors administrators and assigns against all persons whatsoever, shall and will warrant and forever defend by these presents, Upon Trust nevertheless, that the said James Mages his heirs Executors and assigns shall permit the said certain Bay Shores Fleming to remain in quiet and peaceable possession of the said certain Bay Shores and take the profits thereof to his own use untill default be made in the payment of the said sum of one hundred and twenty seven dollars either in the full or in part: and then upon this further trust, that the said James Mages or the survivor of him or their heirs Executors administrators or assigns if such survivor shall and will is or the heirs Executors administrators or assigns of such survivor may think proper or the said Clement Fichelle his heirs Executors administrators or assigns shall request, sell the said certain Bay Shores to the highest bidder for ready money at public auction, after having given the time and place of sale at his own discretion and giving, twenty days notice thereof at three or more public places in the aforesaid County, and also notify the same by advertisement to be put up at the door of the Court House of the aforesaid County: and out of the moneys arising from such sale shall after satisfying the charges thereof and all the expenses attending the said certain Bay Shores pay to the said Clement Fichelle his heirs Executors administrators or assigns: But if the whole of the said sum of one hundred and twenty seven dollars shall be fully paid off and discharged to the said Clement Fichelle his heirs Executors administrators or assigns on or before the 1st day of August next when the same is payable so that so that no default of payment of the said sum of one hundred and twenty seven dollars be made, then this indenture to be void or else 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.

Witness and subscribed
in presence of
Benja. C. Davis
Geo. L. Dickson
M. J. Smith

Erasmus Fleming (S)
Jas. Mages (S)
Clement Fichelle (S)

Southampton County. In the Clerk's office the 18th day of July 1836.

This Indenture was acknowledged by Erasmus Fleming, James Mages and Clement Fichelle parties thereto and submitted to record. And at a Court held for the County aforesaid the 15th day of August 1836 the said Indenture was entered upon the proceedings of the day.

Test. L. R. Edwards Clk.

Witnessers
to
Bellew

This Indenture made the 15th day of July in the year of our Lord one thousand eight hundred and thirty-six, between James M. Delk and Pearson B. Barwell Commissioners appointed by the County Court of Southampton to carry into effect a Decree pronounced at January term 1835 directing the sale of three sevenths of the Upper Mill above Midgey J. Delk and seized and possessed, of the one part and Joseph Patton of the County of Surry of the other part: Witnesseth, that the said James M. Delk and Pearson B. Barwell Commissioners aforesaid for and in consideration of the sum of one hundred and sixty dollars to them in hand paid, the receipt whereof is hereby acknowledged, to the said James M. Delk and Pearson B. Barwell hath granted, bargained and sold, and