

Mahone
to

Rockwell's Trustee

This Indenture made this 15th day of November in the year of our Lord Eighteen hundred and thirty-six, between Fidelity I. Mahone of the first part, Thomas B. Norrell trustee of the second part and Clements Rockwell of the third part all of the County of Southampton and State of Virginia, (Witness, the said Fidelity I. Mahone is justly indebted to the said Clements Rockwell, by the sum of one hundred and twenty five dollars, which said Debt with the legal interest thereon, accruing the said Fidelity I. Mahone is willing and desirous to secure: Now this Indenture witnesseth, that for and in consideration of the sum of one dollar of lawful money of Virginia to the said Fidelity I. Mahone in hand paid by the said Tho^s B. Norrell trustee of or before the sealing and delivery of these presents, the receipt is hereby acknowledged by the said Fidelity I. Mahone hath given, sold, aliened, released, conveyed, released and confirmed and by these presents doth grant, bargain, sell, alien, release and confirm to the said Tho^s B. Norrell his heirs and assigns the following property to wit, Three feather beds and furniture, three bed steds, two chests, two Trunks, 3 small Chans, one dining Table, one small Table, three dishes, two silver plates, one set of knives & forks one coffee pot, one tea pot one sugar dish, and milk pot two sets of cups and saucers, 1/2 dozen cut-glass, tea spoons, 1/2 dozen bowls, one Dining chair, one Regg, two tin buckets, one spinning Wheel & washboard (one two spots & 2 spo hooks, one kettle, two pot racks, one silver beer oven, two dough trays, two wash tubs, three napkins one wash board, two stone jars, 1 Coffee Mill, one brass candlestick, one saw, one weed hoe 1 stone ash, one pair tongs, one pair and irons, one pair saw irons, 1/2 dozen table spoons, two bowls and babies with their future increase (if any) one decanter and 1/2 dozen tumblers, one dressing Table & toilet one dressing glass and 1/2 dozen Windsor Chairs. To have and to hold the above described property, hereby granted or intended to be hereby granted unto the said Tho^s B. Norrell his heirs, executors and assigns forever: and the said Fidelity I. Mahone for himself his heirs, executors and assigns doth hereby covenant and agree to and with the said Tho^s B. Norrell, his heirs, executors, assigns and assigns forever, in manner and form following (that is to say) that he the said Fidelity I. Mahone his heirs executors and assigns, the aforesaid property hereby conveyed unto the said Tho^s B. Norrell, his heirs executors assigns and assigns against all persons whatsoever shall and lawfully may do for and defense by these presents: Upon special Trust nevertheless, that the said Tho^s B. Norrell, his heirs, executors and assigns shall permit the said Fidelity I. Mahone to remain in quiet and peaceable possession of the aforesaid property, until default be made in the payment of the aforesaid debt, either in the whole or in part, and there upon the further trust, that he the said Tho^s B. Norrell his heirs executors assigns or assigns shall and will as soon after the happening of such default of payment, as he or they may think proper, or the said Clements Rockwell his executors assigns or assigns shall request in writing, with all the aforesaid property or such part thereof as the time or his representatives hereby authorized to act shall think sufficient for the purpose, to the highest bidder for ready money at public auction, after having given twenty days previous public notice of the time and place of sale by advertisement posted up at three or more public places in the aforesaid County and out of the moneys arising from such sales shall after satisfying the charges thereof and all other expenses attending the execution of these presents pay to the said Clements Rockwell his executors assigns or assigns the said sum of one hundred and twenty five dollars, with the interest which may thereon lawfully have accrued, and the balance if any, shall pay to the said Fidelity I. Mahone, his heirs executors assigns or assigns. But if the whole of the said sum of one hundred and twenty five dollars shall be paid off and discharged to the said Clements Rockwell his executors, assigns or assigns, on or before the first day of January 1838 (the time the same is