

Jones
vs
Griffin's trustee

Examined & read
to J. M. Duck
38th May 1837

This Indenture made the 21st day of November in the year Eighteen hundred and thirty six between Henry Jones of the County of Southampton the first part Jacob H. Duck of the County of Mide of Right of the second part and Pley Griffin of the County of Sole of Right of the third part: Whereas the said Henry Jones is justly indebted to the said Pley Griffin in the sum of ninety dollars to be paid on the 20th day of December 1837 with interest from the 10th day of November 1836 as by a bond bearing date on the 10th day of November in the year 1836 more fully appears which debt with legal interest thereon according to the said Henry Jones is under long and services to secure: 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 Henry Jones in hand paid by the said Jacob H. Duck at and before the sealing to J. M. Duck and delivery of these presents, the receipt whereof is hereby acknowledged, he the said Henry Jones hath given, granted, bargained and sold, aliened, enfeoffed, released and confirmed and by these presents, doth give, grant bargain, sell alien enfeoff release and confirm to the said Jacob H. Duck his heirs and assigns forever, all that tract or parcel of land lying and being in the County of Southampton, in the State of Virginia containing thirty seven and half acres, be the same more or less and bounded by the Lands of Samuel Corbett Junr, Williams English, Job Grunell and Betsy Laurence, also the following personal property, one pretty ruger, two feather beds and furniture, one cart and wheels, six heads of sheep and their future increase, also the remainder of my house hold and kitchen furniture, all the farming utensils that is and may be found on said lands and in the Corn, fodder, peas, potatoes and others that may be found on the said lands or more thereon, the ensuing year 1837 with all and singular the appurtenances to the said tract or parcel of lands belonging or in any wise appertaining, and the future increase of the stock and personal property and all the estate right, title and interest of the said Henry Jones in and to the said granted or intended to be hereby granted tract or parcel of Land and premises with the premises heretofore aforesaid: To have and to hold the said hereby granted or intended to be hereby granted tract or parcel of land and premises, with its appurtenances together with the aforesaid property and its future increase hereby conveyed unto the said Jacob H. Duck his heirs Executors administrators and assigns forever, and the said Jacob H. Duck his heirs Executors administrators and assigns forever, Now the said Henry Jones for himself his heirs Executors and assigns doth hereby covenant promise and agree to and with the said Jacob H. Duck his heirs Executors administrators forever in manner and form following that is to say that the said Henry Jones his heirs Executors and assigns, The aforesaid tract or parcel of land and premises with their appurtenances together with all the personal property hereby conveyed hereby convey unto the said Jacob H. Duck his heirs Executors administrators and assigns, against all persons whatsoever shall and with warrant and force defend by their presents: upon trust nevertheless, that the said Jacob H. Duck his heirs Executors and assigns shall permit the said Henry Jones to remain in quiet and peaceable possession of the said tract or parcel of Land and premises with its appurtenances together with the aforesaid personal property conveyed and take the profits thereof to his own use and do deposit be made in the payment of the said sum of ninety dollars either in the whole or in part, and then upon the further trust that that he or his heirs Executors administrators or assigns shall and will do from after the happening of such default of payment as he or his heirs Executors administrators or assigns may think proper in the said Pley Griffin his heirs Executors administrators or assigns shall require, and the said tract of Land and premises with the appurtenances together with the personal property hereby conveyed or such part of the hereby granted premises, as the Trustee or his assigns shall think proper to sell, shall think sufficient for the purposes, and shall think proper to do