

through him - and the said John S. Bishop as Trustee doth hereby covenant and agree to carry the afore-
said trust into effect. In Witness whereof we Crastus Hemming and Jno. S. Bishop have hereunto set
our hands and seals the day & date first written

Witness

Haray Joyner.

Chas. S. Nash.

John M. Bond.

Crastus Hemming (Seal)

John S. Bishop (Seal)

Chas. Rochelle (Seal)

Southampton County. In the Clerk's office the 18th day of April 1837.

This Indenture was proved by the oath of all the Witnesses thereto, and admitted to record, and at a
Court held for the County aforesaid the 17th day of the same month the said Indenture was entered upon
the proceedings of the day.

Teste J. P. Edwards Clerk

This Indenture made and entered into this 8th day of May in the year of our Lord
eighteen hundred and twenty-two between Thomas Turner of the first part Merit M. Cley of the second
and John Mogahest of the third part all of the County of Southampton and State of Virginia. Testifyeth that
the said Thomas Turner for and in consideration of the sum of Eighty dollars & sixty cents, which he justly
owes to the said John Mogahest by note bearing date the eighth day of May 1835, as also for and in consid-
eration of the sum of one dollar to him in hand paid by the said Merit M. Cley, the receipt whereof the said
Thomas Turner doth hereby acknowledge, he the said Thomas Turner doth ^{grant} bargain sell convey and make over
and by these presents hath granted bargained sold conveyed and made over unto the sd Merit M. Cley his heirs
and assigns forever one certain tract or parcel of Land, being the same I now reside on, containing by estima-
tion forty four acres, be the same more or less and bounded by the Lands of Mills Cley and Benjamin
Lounplow. To have and to hold with all the right title and interest of him the said Thomas Turner here-
in conveyed or intended to be conveyed unto him the said Merit M. Cley his heirs and assigns forever upon
this Special Trust - Nevertheless, that the said Merit M. Cley being thereto required, by the aforesaid John
Mogahest, at any time, shall proceed to sell the aforesaid tract or parcel of Land herein conveyed or intended
to be conveyed, (after advertising the time and place at some public house or store in Southampton County
for ten days previous, for cash and out of the money arising out of or from the said sales in the first place
pay and satisfy all cost attending the said sales as well as the expenses attending this conveyance and then
pay off the above aforesaid with interest and the surplus if any, pay to the said Thomas Turner, and the
said Thomas Turner, for himself his heirs, executors, administrators and assigns, the rights and titles of the said Land,
unto the said Merit M. Cley his heirs and assigns forever doth hereby warrant and will forever defend against the
lawful claim or claims of him the said Thomas Turner his heirs, executors, administrators and assigns, ^{and against} the lawful claim
of all and every person and persons whomsoever. And the said Merit M. Cley on his part covenants and agrees
that he will make sale of the said tract or parcel of Land hereby conveyed or intended to be conveyed for the best
price he can obtain for the same, after advertising the time and place for ten days previous, at some public
house or store, of the County of Southampton and with the money arising out of or from the said sales in the
first place, pay and satisfy all cost attending the sale as well as the expenses attending this conveyance,
and then pay off the aforesaid bond with interest and the surplus, if any, pay to the said Thomas Turner,
and the said John Mogahest on his part, covenants and agrees that he will release the said Thomas Turner from
the obligation of this instrument, at any time previous to a sale of the said Land, upon the said Tho-
mas Turner discharging the aforesaid bond with the interest, that may accrue thereon and the expenses of this
conveyance. In witness whereof the parties to these presents have hereunto set their hands and seals the day &
year first above written.

Signed, sealed and delivered,

in presence of

Jeb. Cley

Moses Summrell

Pilas Summrell

Thomas M. Turner (Seal)

M. M. Cley (Seal)

Jno. Mogahest (Seal)

Turner

Mogahest

Examined &

delivered