

Southampton County. In the clerk's office the 17th day of April 1837.

This Indenture was acknowledged by Thomas Dickey, a party thereto, to be his act and deed and together with the certificate annexed of the sworn examination and acknowledgment of the undersigned, admitted to records. And at a Court held for the County aforesaid the 15th day of May 1837 the said Indenture was entered upon the proceedings of the day.

Teste L. J. Edwards, Clk.

Bailey
to

Senow's Trustees

This Indenture made this 17th day of April in the year of our Lord one thousand eight hundred and thirty seven between Anselm Bailey (the debtor) of the first part, Robert Dickey (the trustee) of the second part and James Senow (the creditor) of the third part: (Whereas the said Anselm Bailey is justly indebted to the said James Senow in the sum of Fifty dollars to be paid on the 17th day of June in the year of our Lord one thousand eight hundred and thirty seven as by bonds bearing date on the 17th day of April in the year of our Lord one thousand eight hundred and thirty seven more fully appears which (with the legal interest thereon according) the said Anselm Bailey is willing and desirous to settle: 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 Anselm Bailey (the debtor) in hand paid by the said Robert Dickey (the trustee) at and for the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, like the said Anselm Bailey hath given, granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents doth give, grant, bargain, sell, alien, convey, release and confirm to the said Robert Dickey his heirs and assigns forever the following property, to wit: two feather beds, bedsteads and furniture, two chests, two tables one shield, two fold up hammocks, one shot gun, eight chairs, 1 set knives & forks, two doys (plates), 1 doys cups & saucers, one looking glass & spinning wheel, two trunks 1 looking glass one pair andirons, one pair flat irons 4 tubs, 6 trays, 1 set of tongs &c &c with all and singular the appurtenances to the said property belonging or in any wise appertaining, and all the estate right, title and interest of the said Anselm Bailey in and to the said premises or intended to be hereby granted, to the said Robert Dickey his heirs executors, administrators and assigns forever. And the said Anselm Bailey for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said Robert Dickey his heirs executors, administrators and assigns forever, in manner and form following, that is to say, that the said Anselm Bailey his heirs executors and administrators the aforesaid property and the said Robert Dickey 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 Robert Dickey his heirs executors, administrators shall permit the said Anselm Bailey to remain in quiet and peaceable possession of the said property hereby conveyed and take the profits thereof to his own use, until default be made in the payment of the said sum of Fifty dollars either in whole or in part: and there upon this further trust that they, he or any two of them, or the survivor of him or the heirs executors, administrators or assigns of such survivor, shall and will as soon after the happening of such default of payment as they or any or either of them or the survivor of them or the heirs executors administrators or assigns of such survivor may think proper to the said Robert Dickey or his heirs executors or assigns shall request, sell the said property hereby conveyed or such part of the hereby granted premises as the trustee or their representatives hereby authorized to act shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public sale, after having given the time and place of sale at their own discretion and giving ten day notice thereof by advertisement posted up at the door of the Court House in Southampton County, on some Court day (previous to the day of sale, and out of the moneys arising from such sale, shall after satisfying the charges thereof and all other expenses attending the premises, pay to the said James Senow executors administrators or assigns the said sum of Fifty dollars with the interest which may thereon lawfully have accrued: and the balance if any shall pay to the said Anselm Bailey his heirs, executors, administrators or assigns: But if the whole of the said sum of fifty dollars shall be fully paid off and discharged to the said James Senow executors, administrators or assigns on or before the 17th day of June in the year of our Lord one thousand eight hundred and thirty seven when the same is payable so that no default of payment of the said sum of Fifty dollars be made then this indenture to be void and to remain in full force and virtue. In Witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed and delivered,

Anselm Bailey