

and admo<sup>r</sup> and against all and every other person or persons whomsoever, and the said Thomas J. Bristle on his part covenants and agrees that he will make sale of the right and interest hereby 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 in the said County and with the monies arising from the sale, first pay and satisfy all the cost attending the same as well as the expense attending this conveyance and then pay off the aforesaid bond and interest as well as all other monies which may appear to the said Thomas J. Bristle to be justly due and owing from the said Giles Johnson to the said William Atkinson by means of any dealing transfers of debts or paper whatsoever and then pay the surplus, if any, to the said Giles Johnson, and the said Thomas J. Bristle on his part covenants and agrees that he will release the said tract of Land from the obligation of this indenture upon the said Giles Johnson paying him the amount of the aforesaid bond with Interest as well as all other monies which may be due and owing from the said Giles Johnson to the said William Atkinson by means of any dealing transfers of debts or paper whatsoever In witness whereof the parties to these presents have hereunto set their hands and seals the year above written  
 Signed sealed and delivered  
 in the presence of  
 Wm Stephenson  
 Wilton Stephenson  
 Benjamin Bristle Jr.

Giles Johnson Esq  
 Thomas J. Bristle Esq  
 William Atkinson Esq

Southampton County. In the Clerks office the 27th day of April 1837

This Indenture was acknowledged by all the parties thereto to be their act and deed and admitted to record 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 say

Teste S R Edwards Esq

Signed  
 to  
 Brister's trustee

J. Addison  
 Brister

by 24/1/842

This Indenture made and entered into this 23rd day of October in the year of our Lord one thousand eight hundred and thirty six, between Joseph Joyner of the first part, Wilton Stephenson of the second part and Thomas J. Bristle of the third part, all of the County of Southampton and State of Virginia. Witnesseth that the said Joseph Joyner for and in consideration of the sum of one hundred dollars which said sum is due from the said Joseph Joyner to the said Thomas J. Bristle by bond bearing date the first day of January one thousand eight and thirty six, as well as all other monies which may be due and owing from the said Joseph Joyner to the said Thomas J. Bristle by means of any dealing transfers of debts or paper whatever, as also for and in consideration of one dollar to him in hand, paid by the said Wilton Stephenson the receipt whereof the said Joseph Joyner doth hereby acknowledge, hath granted, bargained and sold and by these presents doth hereby grant, bargain and sell unto and make over unto the said Wilton Stephenson and his heirs forever all his right and Interest in the following tract or parcel of Land wherein the said Joseph Joyner now lives containing by estimation one hundred & twenty eight acres, more or less belonging to him the said Joseph Joyner to have and to hold with all the right and Interest of the said Joseph Joyner herein conveyed or intended to be conveyed to him the said Wilton Stephenson his heirs and assigns for ever, upon this special trust nevertheless, that the said Wilton Stephenson upon being thereto required by the aforesaid Thomas J. Bristle shall proceed to sell all the right and interest of the said Joseph Joyner to the above named tract of Land hereby conveyed or intended to be conveyed after the time and place in the County of Southampton for ten days previous, at some public house, cash and out of the money arising out of the said sale, in the first place, pay and satisfy attending the said sale as well as the expense attending the said conveyance and then pay off the aforesaid with Interest, as well as all other monies which may appear to be due, and due to the said Joseph Joyner to the said Thomas J. Bristle by means of any dealing transfers of debts and the surplus, if any pay to the said Joseph Joyner, and the said Joseph Joyner and Executors and Administrators, the right and title of the said tract of land and his heirs and assigns forever doth hereby warrant and defend the said Joseph Joyner his heirs executors and administrators and his and their heirs executors and administrators and assigns whatsoever, and the said Wilton Stephenson