

This Indenture made this 15th day of August Eighteen hundred and thirty eight between James Edwards of the first part John Barkham of the second part and William M. Nicholson of the third part. Whereas the said James Edwards is justly indebted to the said W. M. Nicholson in the sum of six hundred dollars to be paid as follows, Three hundred dollars on the 25th day of December next and three hundred Dollars the 25th day of December Eighteen hundred and thirty eight as by bonds bearing date this 15th day of August above written which said debt the said James Edwards is willing and desirous 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 James Edwards in hand paid by the said John Barkham at and before the said John Barkham at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said James Edwards hath given, granted, bargained, sold, aliened, conveyed, released & confirmed and by these presents doth give, grant, bargain, sell, alien, convey, release and confirm to the said John Barkham 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 one hundred and fifty acres be the same more or less and bounded as follows, by the Lands of Mills Poppel, the Heirs of Benjamin Edwards decd, George Blunt and the main Piece of Henry Joyner's Mill Pond, with all and singular the appurtenances to the said tract or parcel of Land belonging or in any wise appertaining. 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 unto the said John Barkham his heirs executors administrators and assigns forever to the only proper use and behoof of the said John Barkham his heirs executors administrators and assigns forever. And the said James Edwards for himself his heirs executors and administrators doth hereby covenant promise and agree to and with the said John Barkham his heirs executors administrators and assigns forever in manner and form following, That is to say, That the said James Edwards his executors administrators the aforesaid tract or parcel of Land and premises with their appurtenances unto the said John Barkham (his heirs Executors and administrators and assigns against all persons what ever shall and will warrant and forever defend by these presents. Upon Trust move the left that the said John Barkham, his heirs, executors, administrators shall permit the said James Edwards to remain in quiet and peaceable possession of the said tract or parcel of Land and premises with its appurtenances and take the profits thereof to his own use until default be made in payment of the said sum either in whole or in part, and then upon this further trust, that the said John Barkham or his heirs, executors, administrators or assigns or such survivor shall and will as soon after the happening of such default of payment as he or his heirs executors administrators or assigns may think proper or the said William M. Nicholson his executor administrator or assigns shall request sell the said tract of Land and premises with the appurtenances or such part of the hereby granted premises as the trustee representative hereby authorized to sell shall think sufficient for the payment and shall think proper to sell to the highest bidder for ready money at public auction after having fixed the time and place at his own discretion and given at least ten days notice by advertisement to be set up at the door of the Court house of the said County on some board day previous to the day of Sale. And out of the monies arising from such sale, shall after satisfying the charges thereof and other expenses attending the premises, pay to the said William M. Nicholson his heirs Executors administrators or assigns the said sum of six hundred dollars with the interest which may thereon lawfully have accrued and the balance of any shall pay to the said James Edwards his heirs, Executors, administrators or assigns. But if the whole of the said sum of six hundred dollars shall be fully paid off and discharged to the said William M. Nicholson, his heirs, Executors, administrators or assigns on or before the 25th day of December eighteen hundred and thirty eight, when the same is payable, so that no default of payment of the sum of six hundred dollars be made then this indenture to be void, void remain in full force and virtue. In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Witness my hand and seal of office this 15th day of August 1838.
 James Edwards (Seal)
 John Barkham (Seal)
 W. M. Nicholson (Seal)
 Presence of
 John R. Briggs
 Roger M. Poppel
 Madison Poppel

Southampton County. In the Clerk's Office the 16th day of October 1837.
 This Indenture was acknowledged by James Edwards and William M. Nicholson parties thereto to be their act and deed and admitted to record as to them. And at a Court held for the said County the 28th day of November 1837 the said Indenture was entered upon the proceedings of the day and in said office the 19th day of February 1838, the same was acknowledged by John Barkham as party thereto and admitted to record as to him.
 Teste L. R. Edwards Clk