

Exam. of delin.
§ 13 Lawrence
May 25/1840

on the twenty fifth of December eighteen hundred and thirty nine and ending on the 30th of December eighteen hundred and forty five and seven after the expiration of twelve months on demand for the following amounts viz. one for twenty five dollars, five for one hundred dollars each and one for one hundred and six dollars which debt the said John Mercer 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 Va. to the said John Mercer in hand paid by the said Patrick Doolles at before this sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said John Mercer hath granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents doth grant, bargain, sell, alien, convey, release and confirm to the said Patrick Doolles, his heirs and assigns forever all that tract or parcel of Land lying and being in the County of Southampton County, and State of Virginia containing by estimation two hundred and fifty acres be the same more or less, and bounded as follows Viz on the north by the land of John Pratt, and on the east by the land of John Boykin, and on the West and south west by the land of John Brown and on the west by the Tuckers Swamp all and singular the appurtenances to the said tract or parcel of Land, belonging or in anywise appertaining, and all the right title and interest of the said John Mercer in and to the said granted he intended to be hereby granted tract or parcel of Land and premises with its appurtenances unto the said Patrick Doolles his heirs Executors administrators and assigns forever, to the only proper use and behoof of the said Patrick Doolles his heirs Executors administrators and assigns forever and the said John Mercer for himself his heirs Executors administrators, doth hereby Covenant, promise and agree to and with the said Patrick Doolles his heirs Executors administrators and assigns forever in manner and form, as follows, that is to say, that the said John Mercer his heirs Executors administrators and assigns the aforesaid tract or parcel of Land and premises with its appurtenances unto the said Patrick Doolles his heirs Executors administrators and assigns against all and every person whatever, shall and will warrant and forever defend by these presents: upon trust nevertheless that the said Patrick Doolles his heirs Executors administrators and assigns shall permit the said John Mercer 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 untill default be made in the payment of the said six hundred and thirty one dollars, either in part or the whole amount, and then upon this further trust, that he or any one or either of them or the heirs Executors administrators or assigns of such survivor, shall and will, so soon as 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 them or the survivor may think proper on the said John B Lawrence his heirs Executors administrators or assigns shall request, sell, the said tract or parcel of Land and premises with its appurtenances as such trustee or his representative hereby authorized to act, shall think proper or sufficient for the purpose at public auction after having fixed the time and place of sale at their own or his discretion, and given day or days notice thereof to be set up at the Court house door in the same County of the land 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 same pay to the said John B Lawrence his heirs Executors administrators or assigns the sum of six hundred and thirty one dollars and the interest accruing upon each individual bond or bonds, and the balance to the said John Mercer his heirs Executors administrators or assigns: But if the whole of the said six hundred and thirty one dollars and interest, shall be fully paid of and discharged to the said John B Lawrence his heirs Executors administrators or assigns on or before the twenty fifth day of December eighteen hundred and forty five when the same is payable so that no default of payment of the said sum of six hundred and thirty one dollars and interest is made then this indenture to be void or else to remain in full force and virtue. In witness whereof the said parties to these presents have hereunto set their hands and affixed their seals this day and year first above written.

signed sealed and delivered
in presence of

John Mercer (Seal)
Patrick Doolles (Seal)
John B Lawrence (Seal)

Southampton County, In the Clerk's Office the 20th day of November 1837.

This Indenture was acknowledged by all the parties thereto to be their act and deed and admitted to record at a Court held for the said County, the 18th day of December 1837 the said Indenture was entered upon the proceedings of the day.

Teste L. R. Edwards Clk