

And at a Court held for the said County the 15th day of January 1838 the said Indenture was entered upon the proceedings of the day.

Edw. L. Edwards

Drake
a
Cobb's trustee
Examined &

This Indenture made this 22nd day of December 1837 between John J. Drake of the first part, Sittleton R. Edwards of the second part, and Jeremiah Cobb of the third part, all of the County of Southampton Kingsport, that whereas the said John J. Drake is justly indebted to the said Jeremiah Cobb in the sum of five hundred dollars, as by his bond bearing equal date with this presents, and the said John J. Drake being willing and desirous to secure the payment of the said debt and interest both for and in consideration of the promises made as for the consideration of the sum of one dollar to him in hand paid by the said Sittleton R. Edwards at or before the making and delivery of these presents The receipt whereof is hereby acknowledged, hath given, granted, bargained, sold and sold by these presents give grant bargain and sell unto the said Sittleton R. Edwards, his heirs, executors, administrators and assigns the following tract or parcels of Land, to wit, one tract containing one hundred and fifty acres in the same more or less including the said place tract conveyed by Edmund Halcumb to the said Jeremiah Cobb and all the undivided interest of the said Edmund Halcumb in the tract of which his father Richard Halcumb died seized & possessed, which tracts of Land was this day conveyed by the said Jeremiah Cobb by deed to the said John J. Drake, and by reference to the deed from the said Jeremiah Cobb to the said John Drake all the particulars in relation to the same will fully appear. To have and to hold the said property unto him, his heirs, Sittleton R. Edwards, his heirs, executors, administrators and assigns forever, to and for the following purposes and trust to wit, that is to say, that the said Sittleton R. Edwards is to permit the said John J. Drake to remain in quiet possession of the said property and take the profits thereof to his own use, until the said Jeremiah Cobb his heirs, executors, administrators or assigns shall when the aforesaid land becomes due, require a sale of the said property to be made and upon being so required by the said Jeremiah Cobb his heirs, executors, administrators or assigns to make sale of the said property aforesaid for cash, having fixed on the time and place of sale at his own discretion and giving at least two days previous notice thereof in writing at one or more public places in the neighborhood and out the money arising from such sale first pay (pay and satisfy) the charges thereof and expenses of this trust, then (pay and satisfy) the said Jeremiah Cobb the debt with the interest due thereon, due him as aforesaid or so much thereof as shall be due near at that time, and the balance of money (pay to the said John J. Drake, his order or personal Representative. And it is agreed between the parties that should the said John J. Drake pay and satisfy to the said Jeremiah Cobb the debt aforesaid due him and all interest thereon together with the cost of this Indenture at any time before the day of sale, then this Indenture shall be void or else to remain in full force. In witness whereof the parties to these presents have hereunto set their hands & affixed their seals this 22nd day of December 1837

John J. Drake (Seal)
L. Edwards (Seal)
Jer. Cobb (Seal)

Southern County. In the Clerk's Office the 22nd day of December 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 said County the 15th day of January 1838 the said Indenture was entered upon the proceedings of the day.

Edw. L. Edwards

Cobb
a
Examined &

This Indenture made the 22nd day of December in the year one thousand eight hundred and thirty seven between Benjamin Cobb of the first part, L. M. Haysburg of the second part, and Stephen Munday of the third part, that whereas the said Benjamin Cobb is justly indebted to the said Stephen Munday in the sum of Two hundred Forty dollars to be paid on the 25th day of December 1838 & the 25th day of Dec. 1839 in equal payments bearing int from the date of said debt as by note bearing date with these presents more fully appears which debt with the interest thereon according to the said James Cobb is willing and desirous to secure. Now this Indenture witnesseth, that for and in consideration of the promise and also the further consideration of one dollar lawful money in the hand paid by the said L. M. Haysburg to the said Benjamin Cobb hath given, granted, bargained, sold and by these presents, as give grant bargain and sell unto the said J. M. Haysburg his heirs & assigns forever all that tract of land whereon the said Benjamin Cobb now lives being the tract devised to him in the last Will & testament of his