

times or intended to be bargained and sold and every part and parcel thereof, with every, or each of their rights, members and appurtenances unto the said William Lawrence his heirs and assigns forever (do and for the proper use and behoof of him only, the said William Lawrence his heirs and assigns forever. And the said John Merce and Nancy Merce his Wife for themselves and their, the said tract or parcel of land with all and singular the premises and appurtenances before mentioned unto the said William Lawrence his heirs and assigns forever, free from the claim or claims of them the said John Merce and Nancy Merce his Wife or either of them or of either of their heirs and assigns and all and every person or persons whatsoever, shall and will and as warrant and forever defend by their persons. In Witness whereof the said John Merce and Nancy Merce his Wife, have hereunto set their hands and of their own seals

signed sealed and delivered

in the presence of

James Clayton

Jos. Boykin

James Jones

Southampton County, (of Virginia) to wit

John Merce (seal)
Nancy Merce (seal)

We James Clayton and

Justices of the peace in Southampton County

do hereby certify that Nancy Merce the wife of John Merce parties to a certain deed bearing date on the eighteenth of November eighteen hundred and thirty-seven, and hereto annexed, personally appeared before us in our County aforesaid and being examined by us (privately and apart from her husband, and having the said Justice explained to her, she the Nancy Merce acknowledged the same to be her act and deed, and the same that she had willingly signed, sealed and delivered the same and that she will not to retract it. Given under our hands and seal This 9th day of December 1837.

James Clayton (seal)
Jas. Webb (seal)

At a Court held for the County of Southampton the 15th day of January 1838.

This Indenture was acknowledged by John Merce a party thereto to be his act and deed, and with the book & note annexed of the foregoing examination and acknowledgment of his Wife, ordered to be recorded.

John L. Edwards, C. C.

This Indenture made and entered into this 11th day of October in the year of our Lord one thousand eight hundred and thirty-seven by and between Benjamin Burns of the first part Jonathan T. Griffen of the second part and Jacob Barnes of the third part all of whom reside in the County of Southampton in the State of Virginia. This Indenture witnesseth that whereas the said Benjamin Burns is justly indebted to the above named Jacob Barnes in the sum of two thousand dollars of good and lawful money of the United States appearing as well by bond as this Indenture both of even date and the said Benjamin Burns being willing to assure and secure the payment of the said two thousand dollars together with the interest and cost which to Jacob Barnes shall accrue in the full execution of this Indenture and for the further consideration of the sum of one dollar of good and lawful money of the United States to him in hand paid by the said Jonathan T. Griffen, the full receipt of which is hereby acknowledged and from every part of which he the said Jonathan T. Griffen and all his legal representatives as for ever released, exonerated and discharged, he the said Benjamin Burns have granted, bargained and sold and do hereby grant, bargain & sell unto him the said Jonathan T. Griffen his heirs and assigns, identical tract of land with all its emolument, appurtenances to the said land belonging or in any manner appertaining, which he the said Benjamin Burns purchased of him the above named Jacob Barnes which said land bargain and sale bears date the fourteenth day of October one thousand eight hundred and thirty-seven and which deed is this day acknowledged in the Clerk's Office of Southampton County in order to be recorded. To have and to hold the above described land and all its emolument and appurtenances thereto belonging, to him the said Jonathan T. Griffen his heirs and assigns forever to the only proper use and behoof of him the said Jonathan T. Griffen his heirs and assigns forever. In Trust nevertheless that is to say, if he the said Benjamin Burns his heirs or administrators shall well and truly, pay to him the said Jacob Barnes his heirs or administrators the aforesaid debt of two thousand dollars on or before the 15th day of July in the year 1839 and all cost which shall have accrued by the mending this Indenture that then and in that case this Indenture shall be void and of none effect; but in case the said sum of two thousand dollars & cost of mending shall not have been so paid on or before the above stipulated day for such payment then and in such case it shall be lawful and not only so but the bounden duty of him the said Jonathan T. Griffen his heirs or administrators to sell when required by the said party the before described tract of land with its emolument and appurtenances for cash just giving sufficient and previous notice of the time and place of such sale by advertisement, posted up in at least three or more public