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Jordan

This Indenture made and entered into on 1st day of January, in the year of our Lord Christ one thousand eight hundred and thirty eight between Jacob Jordan of the first part, Norfleet B. Butler, the trustee of the second part and William H. Cutler of the third part all of the County of Southampton, and State of Virginia.

Whereas the said Jacob Jordan stands justly indebted to the said William H. Cutler by bond bearing date the twenty fourth day of April 1837 for the sum of fifty dollars and fifty cents which debt with the legal interest thereon amounting to the sum of ^{one} dollar and twenty five cents the said Jacob Jordan is willing and desirous to secure, now this Indenture witnesseth that for an consideration of the sum of one dollar lawful money of Virginias to the said Jacob Jordan in hand by the said Norfleet B. Butler held the trustee at or below the sealing, and delivery of these presents the receipt whereof is hereby acknowledged the said Jacob Jordan hath given, granted, bargained, sold, aliened, conferred, released & confirmed unto the said Norfleet B. Butler his heirs and assigns forever the following real and personal property to wit, one lot or parcel of Land called & known by the name of The Pipe Land containing three acres to the same more or less and bounded by the lands of John Hargrave and Christian Jordan, one gray Mare & gray Calf both tighed with all the rights title and interests of the said Jacob Jordan in and to the above mentioned property hereby granted, to have and to hold the said property above mentioned unto the said Norfleet B. Butler his heirs and assigns forever, and the said Norfleet B. Butler his heirs executors and administrators with his wife, children, heirs, executors, and assigns forever to and with the said Norfleet B. Butler his heirs executors and administrators with his wife, children, heirs, executors, and assigns forever that the aforesaid property hereby conveyed unto the said Norfleet B. Butler his heirs executors and assigns against all persons whatsoever shall and will warrant and forever defend by these presents upon trust, that the said Norfleet B. Butler his heirs executors and assigns shall permit the said Jacob Jordan to remain in quiet and peaceful possession of the said property hereby conveyed until default be made in the payment of the said sum of fifty dollars and fifty cents aforesaid in whole or in part and then upon this further trust, that the said Norfleet B. Butler his heirs executors and assigns shall and will do soon after the happening of such default of payment as or they may think fit for or the said William H. Cutler his executors and assigns shall request, sell the aforesaid property hereby conveyed in such part thereof as the said trustee or his representatives hereby authorized to act shall think sufficient for the purpose, to the highest bidder for ready money at publick auction, having first given the time and place of sale at their own discretion and give at least ten days previous publick notice of the time and place of such sale by advertisements posted up at three or more places in the neighbourhood and out of the money arising from such sale shall after satisfying the charge thereof and other expenses attending the execution of these presents pay to the said William H. Cutler or his assigns the said sum of fifty dollars and fifty cents with the interest which may thereon lawfully have accrued or as much as may be due of the said debt and the balance of any shall pay to the said Jacob Jordan, but if the use of the said sum shall be fully paid off and discharged to the said Norfleet B. Butler so that no default of payment be 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 the day and year first above written.

dyed sealed & delivered
in the presence of us

Elements Butler

Monroe Butler

Goodwin Butler

Jacob Jordan
Norfleet B. Butler
Wm H. Cutler

at Southampton County, In the Notaries office the 15th day of January 1838

This Indenture was presented to all the Notaries there, and admitted to record, and it is now here for the said County the 19th day of February 1838 the said Indenture was entered upon the proceedings of the day.

Teste,

J. R. Edwards

John B. Marry
Attest

This Indenture made this first day of January in the year of our Lord Christ one thousand eight hundred and thirty eight between John B. Marry (debtor) of the first part, Goodwin Bradshaw (creditor) of the second part and Horaceus Bradshaw (creditor) of the third part, all of the County of Southampton & State of Virgina.

Whereas the said John B. Marry is justly indebted to the said Horaceus Bradshaw in the sum of twenty five dollars due by bond bearing date with these presents, which debt and interest, the said John B. Marry is willing and desirous to secure. Now This Indenture witnesseth that for and in consideration of the premises and also for the