

and purposes and purposes in said Indenture mentioned. And whereas since the executing and delivery of the said deed of trust the said Samuel Powers hath fully satisfied and paid to the said Frances Senow (lady) for the sum of money thereby secured, which the said Frances Senow doth hereby acknowledge. Now this Indenture being with that for the consideration aforesaid as well as for the further consideration of one dollar in hand paid by the said Samuel Powers to the said John M. Darden at and before the executing and delivery of these presents the receipt whereof is hereby acknowledged, the said John M. Darden with the assent and approbation of the said Frances Senow, signified by his being party to these presents, and the said Frances Senow have granted, bargained and sold, remised, released and confirmed, and by these presents do grant, bargain and sell, remise, release and confirm unto the said Samuel Powers, all the estate, right, title, interest, claim and demand both in law and equity, which the said John M. Darden have or holds in the land & personal property, above described. The things whereof the parties to these presents have come to set their hands & affixed their seals the day & year first above written.

Signed and acknowledged
in presence of
Jno M Holland
Jacob Senow
Monroe his Bulls

(Wm R. Stephenson acts Saml Powers.)

Jno. M. Darden (lady)
Saml Powers (lady)
mark
Frances Senow (lady)
mark

Southampton County Do the Clerk's Office the 15th day of January 1838.

This Indenture was acknowledged by Saml Powers, a party thereto, to be his act and deed and admitted record unto him; and was proved by the oath of John M. Holland & Jacob Senow two of the Justices of the Peace for the County of Southampton and Frances Senow. And in the said Office the 27th day of the same month, the same was proved by the oath of Monroe Bull also a Justice of the Peace for the County of Southampton and admitted to record unto them. And at a Court held 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 Clk

This Indenture made this 20th day of Nov. in the year of our Lord one thousand eight hundred & thirty seven between Saml Powers (the debtor) of the first part, Shugars Laine (Trustee) of the second part, and Saml M. Pond, A. H. Burgess, Richard A. Wells, William J. Norris, Robert Drewry, Williams Davis, Arthur A. Drewry, Joseph B. Pond, J. B. Wells, Dick Jacob Senow and Benjamin M. Hancock the creditors of the third part all of the County of Southampton. Whereas the said Saml Powers is justly indebted to the said Saml M. Pond & others, in the sum of Two hundred and forty two dollars & one cent due the 20th day of November 1837 (which debt with the legal interest thereon according) the said Saml Powers is willing and desirous to secure. Now this Indenture witnesseth that for and in consideration of one dollar of lawful money of Virginia to the said Saml Powers (the debtor) in hand paid by the said Shugars Laine (Trustee) at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Samuel Powers, he the said Shugars Laine doth give, grant, bargain, sell, remise, release and confirm, and by these presents doth give, grant, bargain, sell, remise, release and confirm to the said Shugars Laine (Trustee) his heirs and assigns forever all that tract or parcel of land and two acres be the same more or less, bounded by the lands of Wiley, Mellons and on the north, Milledares show, on the east, John Mellons and on the south and Jacob Senow's Land on the West, with all and singular the premises and appurtenances thereto belonging, together with one stile, cap & wall, 1 rowel Mare 2 head cattle, 1 head of Hogs, 1 feather Bed and furniture one Tiller one cart, 3 spots & 2 per hocks, one ditch over one of the above there is a wedding Hoes 2 axes & one per hock wheels, and all and every part of my personal property and plantation unto the said Shugars Laine (Trustee) his heirs Executors and administrators to the only proper use and behoof of him the said Shugars Laine his heirs Executors and administrators forever upon this special trust and agreement, that the said Shugars Laine his heirs Executors & shall permit the said Saml Powers to remain in and use and possess of the hereby conveyed personal property and plantation whenever the said Saml Powers shall now reside as aforesaid and take the profits thereof to his own use until the said Saml M. Pond & others or either of the above named (creditors) their heirs Executors administrators or assigns or agents shall be made in full payment of the aforesaid bond, due to Saml M. Pond & others as above mentioned, either in whole or part, and

Exam'd & deliv'd
to M. D. H. 1838
Feb 12/1839