

197

Same to
Court & Clerk
of Virgin
iaWm. Clark
J. R. E. Edwards
John C. Peale

Deed acknowledged for the benefit of Richard Lardent in the sum of three hundred and eighty-eight dollars or thereabouts, and to Thomas P. Morell administrator of Richard C. Morell's estate in the sum of between forty five and fifty dollars, and whereas the said John Hargrove has become bound as security to the three last mentioned bonds or debts unto the said Jacob Jordan being willing and desirous to secure the above mentioned debts with the interest that may accrue theron. Now this Indenture witnesseth that for and in consideration of the sum of one dollar lawfull money of Virginia to the said Jacob Jordan in hand paid by the said Manney Maget, trustee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged to the said Jacob Jordan, hath given granted, bargained, sold, aliened, confessed released and confirmed and by these presents do give, grant, bargains, alien, enfeoff, release and confirm to the said Manney Maget his heirs and assigns forever, the following property to wit two carts and wheels, four cows and two heifers, two heads of hogs and their increase, two old black feather beds and furniture two watered tables one buffet and contents, one book case and contents, one black fire cutting and one Linen and cotton goods, one loom, one safe, one crock cut saw, one dash four iron pots & hooks, one pair, two looking glasses four sheets twelve setting chairs one wash stand and like thirty barrels of board the whole quantity of bottom made in 1837 says 10,000 ft. ten head of sheep and their increase, the whole of my insuring loss say less than £100 also the surplus or overplus of any arising from, or remaining after the execution of a deed of trust executed by one Jacob Jordan to Jonathan T. Griffin as trustee for the benefit of Jacob Barnes wife of Wm. Barnes and bearing date the 2nd day of January 1838, and duly recorded in the Clerk's office of Southampton County Virginia, together with all right title interest claim or demand of in and to the above described property, hereby conveyed or intended to be hereby conveyed.

unto him the said Manney Maget his heirs and assigns forever, and the said Jacob Jordan for himself his heirs execs and admrs. doth hereby covenant and agree to and with the said Manney Maget his heirs execs and assigns that he will by these presents warrant and forever defend the rights and title of the above mentioned property against the claims or demands of all and every person or persons whatsoever - Upon special trust, notwithstanding, to and for the following intents uses and purposes that is to say that he the said Manney Maget trustee or his legal representatives may and shall at any time upon default of payment of the above described debt or debts or any part thereof, being then required by the said John Hargrove or his representative shall sell at public auction all the above described property, hereby conveyed or so much thereof, as will be sufficient to pay and discharge the above debt or so much as may then be owing, and due and all other expenses and lawful charges attending the execution of these presents after having given at least ten days publick notice of the time and place of such sale as the law directs, and out of the money arising from such sale forthwith pay and discharge all of the above mentioned debts and interests which may then be due and all expenses attending these presents, and the surplus, if any, pay to the said Jacob Jordan or his legal representative. But if either of the above mentioned debts shall be fully paid off and discharged so that no default of the payment of the part of the aforesaid sum be made, then this indenture to be void and of none effect or else to remain in full force and Virtue. In witness whereof the parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed sealed and delivered The words "Whole & Corp" in the first line in a page
in the presents of } - the word "at public auction" in the 2nd line all in }
written before affixed.

Jacob Jordan *(seal)*
Manney Maget *(seal)*
John Hargrove *(seal)*

Southampton County, in the Clerk's office the 15th day of January 1838.

This Indenture was acknowledged by all the parties thereto to be their act and deed and admitted to record. And on a Court held for the County the 19th day of February 1838 the said Indenture was entered upon the proceedings of the day

Teste S. R. Edwards etc

This Indenture made this 22nd day of August 1837 between Mary Drake, Lucy Higgins and Martha Drake of the County of Southampton of the 1st part, and Zephaniah Blythe of the State of North Carolina of the other part, witnesseth, that the said Mary Drake for and in consideration of the sum of fifty dollars, the said Lucy Higgins for and in consideration of the sum of fifty dollars, the said Martha Drake for and in consideration of twenty five dollars, the receipt of which several sums are hereby acknowledged by Mary Drake, Lucy Higgins and Martha Drake, have bargained and sold and by these presents as bargains & sells their several interests in and undivided tracts of land which they in like manner from Eliza Brooks, and which said land formerly belongs to the estate of General Drake, and in a division among the legatees fell to Eliza Drake who married Brooks. The said land lies in the County of Southampton adjoining the lands of James Rockwell and John C. Brooks. To Zephaniah Blythe, to have and to hold the said