

several interests together with whatever right or title they the said Mary Drake, Lucy Higgins and Mrs. that Drake may have in or to the said lands lying as aforesaid, and the whole truth, meaning, about one hundred acres, one half of which belonged to Adam Drake by purchase before his intermarriage with the said Elgitha to him and his heirs forever, with all the appurtenances, issues and profits belonging to it. And the said Mary Drake Lucy Higgins and Martha Drake for themselves and their heirs wife forever warrant and agree the same. In witness whereof we have hereunto set our hands & seals this day and date above written.

Teste.
John H Douglas
Jesse M. Nichols
Redick Sanders

Mary Drake (mark)
Lucy Higgins (mark)
Martha Drake (mark)

Southampton County. In the Clerk's Office the 16th day of January 1838.

This Indenture was sworn by the oath of all the witnesses thereto, and admitted to record, and is shown 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. Coombs

This Indenture made this fifteenth day of January eighteen hundred and thirty eight, between Thomas Johnson of the County of Southampton and State of Virginia, of the first part James Scott of the same County of the second part and John Moore of the County of Southampton & State of Virginia of the third part. Whereof it is that whereas the said Thomas Johnson stands justly indebted by note of hand to the said James Scott in the sum of two hundred & twenty one dollars and six cents current money, of the United States of America, and whereas for the further assurance of the payment, it is agreed by the parties hereto that a conveyance in trust, shall be made to the said John Moore for the benefit of the said James Scott, of the sum on the note of hand aforesaid shall not be punctually paid with lawful interests thereon, on or before the first day of June next. Now this Indenture witnesseth that the said Thomas Johnson for and in consideration of the premises, and for the further sum of one dollar, to him in hand paid the receipt of which is acknowledged both by him and by these presents, doth for himself, his heirs executors and administrators give, grant, bargain and sell unto the said John Moore his heirs and assigns all that tract of lands wherein the said Thomas Johnson now lives which he the said Thomas Johnson bought of Theodore Tregant & Wife by Indenture bearing date the thirty first day of October English hundred and thirty seven and is of record in the Clerk's Office for the County of Southampton aforesaid, containing between two hundred and fifty acres, be the same more or less, situated, lying and being in the County of Southampton and State of Virginia aforesaid bounded by the known and reputed bounds thereof, also all the buildings, woods, ways, water, advantages and appurtenances, to the same in any wise belonging & the reversions, remainders, rents, issues & profits thereof, and all the estate, right and title of the said Thomas Johnson in and to the same. To have and to hold the above granted and bargained premises with every of the appurtenances unto the said John Moore his heirs and assigns, in Trust, forever. And it is hereby agreed to be the true intent and meaning of these presents that if the said Thomas Johnson shall punctually pay to the said James Scott his heirs or assigns the said sum of two hundred and twenty one dollars and six cents and interest, agreeable to the tenor of the said note of hand to the said James Scott, then the said John Moore his heirs and assigns, shall have the said land and the said John Moore covenants and agrees with the parties parties, that if the said James Scott or his heirs or assigns shall fail to make payment to the said James Scott his heirs and assigns on or before the first day of June next, the sum due on the note of hand aforesaid, that then the said John Moore his heirs and assigns shall stand seised of the above granted and bargained premises for the purposes following that is to say, that at the request of the said James Scott, his heirs, executors, administrators or assigns, the said John Moore his heirs executors administrators and assigns or either of them, shall give ten days notice and sell at public sale the above mentioned tract of land and shall pay the money arising therefrom to the said James Scott his heirs executors admin. or assigns or far forth as shall be then due and after satisfying the said note and interest with all the expenses remaining or arising from the said notice and sale, shall pay the surplus money to the said Thomas Johnson or his assigns. In witness whereof the parties have hereunto set their hands and seals the day and year above written.

Johnson
to
Scott's trustee

Exam'd

Signed sealed & delivered
in presence of us
J. M. Nichols

Thomas Johnson (mark)
James Scott (mark)
John Moore Senr. (mark)