

reasons & causes, doth hereby covenant, promise and agree to and with the said James Magby his heirs execs. admors. and assigns forever in manner and form following (Wit) that he the said Nelson & Hoages his heirs execs. admors. and assigns with the appurtenances unto the said James Magby his heirs execs. admors. and assigns against the claim of all persons whatsoever shall well warrant and defend as found by these presents. Upon special trust nevertheless that the said James Magby his heirs execs. admors. and assigns shall permit the said Nelson & Hoages to remain in quiet and peaceable possession of the said Tracts or parcels of Land and premises with its appurtenances and take the profits thereof to his own use until such as may be made in the payment of the aforesaid sums of money, either part or the whole and then upon this further trust the said James Magby his heirs, his execs. admors. and assigns shall and will so soon after the happening of such default of payment as he may be requested either by the said Lafayette Bourne his heirs execs. admors. and assigns or by the said Nelson & Hoages his heirs execs. admors. and assigns shall advertise and sell at public auction the tracts of Land and premises with the appurtenances after giving at least thirty days previous notice of the time and place of such sale at three or more public places within the County, and out of the proceeds of such sale first satisfying the costs and charges attending this promise thereof and satisfying the debts aforesaid and the interests accruing thereon and the surplus if any remain pay to the said Nelson & Hoages or his order, but if the aforesaid debts and costs are fully satisfied then this Indenture to be void otherwise to remain in full force and virtue. In testimony whereof we have hereunto set our hands and affixed our seals the day and date first above written.

Teste

N. H. Hoages (Seal)
J. Magby (Seal)
L. J. Bourne (Seal)

Southampton County. In the Clerk's Office the 2nd day of May 1838.

This Indenture was acknowledged by all the parties thereto to be their act, and deed and a written record and is a book held for the said County the 12th day of said month the said Indenture was entered upon the files of the day.

Teste L. R. Edwards Clk

Examin'd by
Bourne & Mrs
to
Makoni
This Indenture made the 21st day of April in the year eighteen hundred and thirty eight between Lafayette Bourne and Mary A his Wife of the County of Marion in the state of North Carolina of the one part and F. J. Makoni and Mary A his Wife of the County of Southampton and state of Virginia of the other part, Witnesseth that the said Lafayette Bourne and Mary A his Wife for and in consideration of the sum of twenty five dollars to him in hand paid by the said F. J. Makoni at or before the enrolling and delivery of these presents therewith, whereof is hereby acknowledged and granted bargained and sold and by these presents doth grant bargain and sell alien enjoin and confirm and his heirs and assigns forever two certain lots or parcels of land situated lying and being in the town of Monroe, in the County of Southampton and state of Virginia known in the plan of said Town, one by number twenty-two, and the other by number twenty-three, and each lot containing by estimation half an acre, be it the same more or less and bounded as follows to wit: Lot twenty-two bounded on the East by Ricketts Alley on the North by Madison Street, on the west by lot twenty-three and on the south by lot twenty-four and a lot twenty-three, bounded on the east by lot twenty-two, on the North by Madison Street, on the west by lot twenty-four belonging to Thomas Newsum and on the south by lot twenty-six; together with all rights, title, tenements, claim or demands of, in and to the said lots or parcels of land and premises with their appurtenances thereto (lying or in any wise appertaining), to have and to hold the above described lots or parcels of land and premises with all and singular their appurtenances thereto belonging, unto him the said F. J. Makoni his heirs and assigns forever, to and for the only proper use and behoof of him the said F. J. Makoni and his heirs, and the said Lafayette Bourne for himself, his heirs execs. admors. and assigns with by these presents, covenant and agree to and with the said F. J. Makoni his heirs execs. admors. and assigns that he will forever hereafter by these presents warrant and defend the right and title of the aforesaid lots or parcels of land and premises with their appurtenances against the claims or demands of all and every person or persons whatsoever (claiming) by through or under (him the said Lafayette Bourne his heirs execs. admors. or assigns. In Witness whereof the said Lafayette Bourne and Mary A his Wife have hereunto set their hands and affixed their seals the day and date first above written.

Signes sealed & delivered
in presence of 3

L. J. Bourne (Seal)
Mary A Bourne (Seal)