

acknowledged, he the said Benjamin Simmons, hath given, granted, bargained, sold, aliened, conveyed, released and confirmed and by these presents doth give, grant, bargain, sell, alien, convey, release and confirm to the said Edwards Butts his heirs one certain parcel all my interest, in a certain tract or parcel of Land whereof the late Joseph Drowry died seized seized lying and being in the County of Southampton and bounded by the lands of Jeremiah Lott John N. Williams & others containing ^{and} be the same more or less. Also all my right title and interest, a certain tract or parcel of land whereof my father Charles Simmons died seized lying and being in the County of Southampton containing ^{and} be the same more or less and bounded by the lands of Charles F. Maguachy Williams Johnell Gibbons Simmons and Jesse Little with all and singular the appurtenances to the said tracts or parcels of land belonging or in any wise appertaining and all the estate right title and interest of the said Benjamin Simmons, in and to the said granted or intended to be hereby granted tracts or parcels of land & premises, To have and to hold the said hereby granted or intended to be hereby granted tracts or parcels of land and premises with its appurtenances hereby conveyed unto the said Edwards Butts his heirs executors, administrators and assigns forever. to the only use and behoof of the said Edwards Butts his heirs executors, administrators and assigns forever and the said Benjamin Simmons for himself, his heirs executors and assigns forever with hereby covenant, promise and agree to and with the said Edwards Butts his heirs executors, administrators and assigns forever in manner and form following that is to say that the said Benjamin Simmons his heirs executors and administrators the aforesaid tract or parcel of land and premises with their appurtenances hereby conveyed unto the said Edwards Butts his heirs executors, administrators and assigns, against all persons whatsoever, shall and will warrant, defend and forever defend by these presents. Upon trust nevertheless that the said Edwards Butts his heirs executors, administrators shall permit the said Benjamin Simmons to remain in quiet possession of the said tracts or parcels of land, untill default be made in the payment of the said sum of eighty one dollars thirty two cents with the interest that may grow due thereon either in whole or in part and then upon the further trust that he his heirs executors, administrators or assigns shall and will, so soon after the happening of such default of payment as may think proper or either of the parties may request sell the tracts or parcels of land or such interest as the said Benjamin Simmons may have in said premises to the highest bidder for ready money, giving at least ten days notice of the time and place of sale, at least three public places and the money arising from such sale pay and satisfy costs and charges attending this trust then the sum of eighty one dollars and thirty two cents with the interest that may grow due thereon, then the balance if any pay over to the said Benjamin Simmons or such person as he may in writing authorize to receive the same. In Witness whereof the parties to these presents have hereunto ^{at hand} affixed their hands and seals the day any year first above written.

Signed sealed & delivered
in presence of

Benjamin Simmons (seal)
Edwards Butts (seal)
John Simmons (seal)
Jesse Drowry (seal)
Wm J. Sebrall (seal)
J. C. Jones (seal)

Southampton County. In the Clerk's Office the 21st day of May 1838.

This Indenture was acknowledged by Benjamin Simmons. John Simmons and Jesse Drowry parties thereto to be their acts and deed and admitted to record as to them. In the said Office the 22nd of said month the same was acknowledged by Edwards Butts & Wm J. Sebrall other parties thereto and admitted to record, as to them. And at a Court held for the said County the 18th day of June 1838 the said Indenture was entered upon the proceedings of the said day.

Teste J. R. Edwards C. C.

James S. French
This Indenture, made this 21st day of May 1838 between Haray Joyner of the first part James S. French of the 2nd part and John N. Burley, of the 3rd part, all being residents of the County of Southampton witnesses that the said Haray Joyner being indebted to John N. Burley in several sums of money as will hereinafter particularly set forth and be anxious to secure and provide for the payment of the same, as well as in consideration of five dollars to him in hand paid by the said James S. French at or before the executing and delivery of these presents the receipt whereof is hereby acknowledged, the said James S. French doth hereby covenant, promise and agree to and with the said Haray Joyner in order first to secure a bond due May 21st 1838 for the sum of one hundred and thirty seven dollars and fifty cents to the said Haray Joyner hath granted, bargained and sold, and by these presents doth give, grant, bargain, sell and convey unto James S. French his heirs and assigns forever the following property, to wit, 1st the interest which he the said Haray Joyner has in a deed of trust dated June 22nd 1837 in which he the said Haray Joyner conveyed to J. R. Edwards for the use