

245

pay and discharge the acts aforesaid due to the said Joseph Toland and the interest which may have accrued or so much thereof as may be due at the time and the surplus in any pay over to the said Lewis Toland his executors, administrators, and assigns. And the said Lewis Toland hereby covenants and agrees with the said William A. Jones that he will warrant and defend a fee simple interest in this tract of land above conveanted and the said William A. Jones covenants with the other parties that he will well & faithfully execute the trust reposed in him. In testimony whereof the parties aforesaid have hereunto set their hands and sealed the same the day & year first before written

O. Toland *(Signed)*
Wm. A. Jones *(Signed)*
J. Toland *(Signed)*

Southampton County, In the Clerk's Office the 22nd day of May 1838.

This Indenture was acknowledged by Lewis Toland & Joseph Toland parties thereto to be their acts and deed and admitted to record as to them. In the said office the 18th day of June 1838 the same was acknowledged by William A. Jones another party thereto and admitted to record as to him. And at a Court held for said County the same day the said indenture was entered upon the proceedings of the day.

Teste L.R. Edwards *(Signed)*

5
I
S
u
m
i
l

This Indenture made This twenty-ninth day of May 1838 between David Godwin of the first parts, Sprattly & Williams of the second parts, and Theodore Treganby, of the third parts, all of the County of Southampton witnesseth that the said David Godwin is justly indebted to the said Theodore Treganby in the sum of Fifty four dollars and 7/100 by note due this day - in the sum of twenty three dollars and 5/100 by note due the 27th day of April 1838, and on the sum of twenty two dollars and 5/100 due by note dated the 30th December 1837 and payable one day after date. Now in order to effectually secure the payment of the said sums of money with all the interest, that may accrue thereon the said David Godwin hath counter bargained & sold and by these presents doth grant bargain unto the said Sprattly & Williams his executors and assigns forever Upon trust nevertheless that the said Sprattly & Williams is to permit the said David Godwin to retain the possession of the said property hereby conveyed until the said Theodore Treganby require the same Sprattly & Williams in default of the payment by the said David Godwin to sell, and then it shall be the duty of the said Sprattly & Williams, of giving given at least ten days notice, by advertisement, posted up at several places in the neighbourhood in which the said sale shall be, to sell at public auction otherwise the said crop or such part thereof as may be necessary to pay the said debt and the interest, and all costs and charges attending the execution of this Indenture, and if any balance remain in his hands the said Sprattly & Williams shall pay over the same to the said David Godwin or such other person as may be legally authorized to receive the same And the said Sprattly & Williams hereby agrees to perform the trust reposed in him In testimony whereof the said parties have hereunto set their hands and sealed the day and year first above written

D. Godwin *(Signed)*
S. & W. *(Signed)*
Theodore Treganby *(Signed)*

Southampton County, In the Clerk's Office the 29th day of May 1838.

This Indenture was acknowledged by all the parties thereto to be their acts and deed and admitted to record. 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 day.

Teste L.R. Edwards *(Signed)*

1
I
S
u
m
i
l

This Indenture made the 17th day of May 1838 between Joseph A. Joyner of the County of Southampton in the State of Virginia of the first parts, Robert Ridley of sd. County & State of the second parts and Theodore Treganby of said County & State of the third parts. Witnesseth that the said Joyner is now in arrears for the payment of a bond executed by said Joyner to G. B. Bassett for \$29.05 due 21st February 1835 with legal interest thereon, which bond has been taken in by the said Treganby as the friend of sd. Joyner and is now in the hands of sd. Treganby unpaid by said Joyner also an open account for \$55.57 closing on the 24th March 1838 due by sd. Joyner to sd. Treganby and also for and in consideration of \$500 lawful money of Virginia to the said Joyner in hand paid by the said Ridley