

Southampton County to wit. We H. T. Smith Benj Griffin Justices of the peace in the County of aforesaid and State Virginia do hereby certify that eldrs. Narcise Lenoir the wife of Jacob Lenoir parties of the within Indenture bearing date 21st June 1838 personally appeared before us in our County aforesaid and being examined by us privately and apart from her husband and being the said fully explained she the said Narcise Lenoir acknowledged the same to be her act and deed and declared that she had willingly signed said and acknowledged the same and wished not to retract it. Given under our hands and seals this 12th October 1838.

H. T. Smith 1838
Benj Griffin J. D. 1838

It is hereby held for the County of Southampton on the 15th day of October 1838—
This Indenture was acknowledged by Jacob Lenoir a party thereto to be his act and deed and together with the certificate annexed of the private examination and acknowledgment of the wife ordered to be recorded.

Test. L. R. Calverley, Secy.

Lenoir & wife
To
Lenoir

Examined &
delivered to Mr.
W. Davis for Francis Lenoir

This Indenture made this 1st day in the year of our Lord eighteen hundred and thirty eight between Jacob Lenoir the debtor of the first part and Thurgers Lenoir Trustee of the second part and Francis Lenoir the Creditor of the third part all of the County of Southampton and State of Va whereas the said Jacob Lenoir is justly indebted unto the said Francis Lenoir in the sum seven hundred dollars by bond bearing date 1st December 1837 with interest thereon till paid which the said Jacob Lenoir is willing and desirous to secure. Now this indenture witnesseth that for and in consideration of the premises and also for the further sum of one dollar in hand paid by the said Thurgers Lenoir at or before the sealing and delivery of this Indenture the said Jacob Lenoir doth hereby acknowledge the said Jacob Lenoir hath given granted bargain & sell unto the said Francis Lenoir his heirs and assigns forever the following property to wit one black horse 2 cows & calves 2 pigs 20 barrels corn four hundred pounds bacon one side board & table one wood oak china & crockery ware pots, stoves & 40 2 thousand pounds fodder one double gig & harness. Also said Jacob Lenoir interest in Francis Lenoir's share right or thirds of the negroes allotted to him by Commissioners from the estate of Henry Lenoir and all the right title interest of the said Jacob Lenoir in and to the said property to the only purpose and behoof of the said Thurgers Lenoir his heirs &c. on manner and form following that is to say that the said Jacob Lenoir his heirs &c. the aforesaid property unto the said Francis Lenoir his heirs &c. against all persons whatsoever shall and will assent and give bond by this presents upon trust nevertheless that the said Francis Lenoir his heirs &c. permit the said Jacob Lenoir to remain in quiet and peaceable possession of the said property and take the profits thereof to his own use until complaint be made by Francis Lenoir the Creditor and then upon this further trust that they he or any two of them shall and will as soon after the happening of such default as they or any or either of them may think proper the said Francis Lenoir his heirs &c. shall request sell the said property to the highest bidder for ready money at public auction after having fixed the time and place of sale and given thirty days notice thereof to be set up at the Court house door in this County on some Court day previous to the day of sale, out of the money arising from the sale shall after paying the charges thereof and all other expenses attending sale pay the within name debt to Francis Lenoir and the balance if any to the said Jacob Lenoir, but if the whole said sum of seven hundred dollars shall be fully paid off then this Indenture to be void or else remain in full force and virtue, and witness whereof the said parties to this presents have hereunto set their hands and seals the day and year first written

Jacob Lenoir
Thurgers Lenoir