

belonging to the said John P Hines his heirs and assigns to the only proper use and behoof of the said John P Hines his heirs and assigns forever. And the said Jeremiah Cobb. Come for himself and his heirs do hereby covenant promise and agree to and with the said John P Hines his heirs and assigns in manner and form following that is to say that he the said Jeremiah Cobb Come and his heirs the said tract or parcel of Land with the improvements and appurtenances to the said John P Hines his heirs and assigns, against the Claims or Claims of himself or his heirs or assigns or of any other person or persons claiming by through or under them or either of them but against the Claims or Claims of no other person or persons whomsoever shall and will by these presents forever warrant and defend. In Witness whereof the said Jeremiah Cobb. Come as aforesaid have hereunto set his hand and seal this 26th day of February 1840

In presence of 3

Southampton County In the Clerk Office the 16th day of March 1840
This deed of bargain and sale from Jeremiah Cobb commissioned to John P Hines was acknowledged by the said Jeremiah Cobb and admitted to Record

Jer Cobb. Clerk

John L R Edwards Esq

Hines
to
Cobb's Estate

Examined X

This Indenture made this 26th day of February in the year 1840 between Jeremiah Cobb and J^r of John Penogre dec^d and as Commissioners appointed by the County Court of Southampton to sell the same Land of which Mary B Penogre dec^d seized and also the Land of John M Penogre dec^d seized of the one part. John Simmons Hines of the second part. and L R Edwards of the third part all of the County of Southampton. whereas the said John Simmons Hines is justly indebted to the said Jeremiah Cobb as adm^r and Com^r aforesaid in the sum of twelve hundred and sixty one dollars and large indebted has this day executed and delivered to the said Jeremiah Cobb two bonds by which he has promised to pay to the said Jer Cobb sum of Six hundred and thirty dollars & fifty Cents on the 24th day of February 1841 and the sum of Six hundred and thirty dollars & fifty Cents on the 24th day of February 1842 and to secure the punctual payments of the said sums of money and the interest which may accrue thereon when the several notes aforesaid become due, This Indenture therefore Witnesseth that the said John Simmons Hines and Sarah A his wife for and in Consideration of the promises have granted bargained and sold one by these presents do grant bargain and sell and convey unto the said L R Edwards his heirs and assigns, a certain parcel of Land being the said several tracts of Land this day conveyed by the said Jer Cobb sum^r to the said John Simmons Hines. To have and to hold the said tracts of Land with all the other premises thereunto belonging unto the said L R Edwards his heirs and assigns forever in trust to wit that if the said John Simmons Hines his heirs Executors or assigns shall well and truly pay the several sums of money herein mentioned with all the interest which may accrue thereon when the several bonds shall become due according to their tenor and effect and shall also pay for recording this deed then this Indenture and every thing herein contained shall be void. But if the said John Simmons Hines shall make default and fail to pay the sums of money mentioned in either of the said bonds aforesaid and the interest which may accrue thereon then or at some thereafter as the said Jeremiah Cobb sum^r to his heirs Executors or assigns may direct the said L R Edwards to impose to sell the property hereby conveyed at public auction to the highest bidder having previously fixed the time and place of sale and given at least two days notice at the Courthouse door and other places of the time place of such sale or market thereof as may be sufficient to pay the amount then due and the interest and the cost accruing thereon and if there be any residue of the purchase money after satisfying the said bonds interest and costs, the said L R Edwards is to pay the same to the said John Simmons Hines his heirs or assigns. And the said L R Edwards for himself his heirs Executors or assigns must with the other parties to these presents that he will faithfully execute the trust hereby reposed in him and should a sale by virtue thereof be made that he will apply the proceeds of such sale according to the true intent and meaning of this deed and