

Southampton County. In the Clerk's Office the 18th day of May 1820
This deed of bargain and sale from Reuben Whipple to Benjamin Burnd was proved by the oath
of Jacob Barnes one of the witnesses thereto, and having been heretofore proved in the Clerk's Office
on the 9th day of May 1820 by the oath of Jonathan T. Griffin, and on the 29th day of May 1827 by
the oath of Bolling Black the other two witnesses thereto is admitted to Record
Deeds L. R. Edwards Clerk

Pope
Barnes trustee
Exam.
Sent to Jacob
Barnes by
Jas Griffin

This Indenture made and entered into on this 14th day of April year 1820 by and between Pope
of the first part Benjamin Burnd of the second part, and Jacob Barnes of the third part, all of whom
reside in the County of Southampton in the State of Virginia, this Indenture Witnesseth that
whereas he the said Lordy Pope is indebted to the said Jacob Barnes in the sum of one hundred
and fifty dollars appearing by bond as well as this Indenture each of even date, and the said Lordy
Pope in order to secure the payment of the said sum of One hundred and fifty dollars together
with the Lawful interest which shall hereafter accrue thereon, therefore he the said Lordy Pope
in consideration thereof as well as in consideration of the further sum of One dollar even and
money of the United States to him in hand paid by the said Benjamin Burnd and before
the executing and delivery of these presents the receipt of which is hereby acknowledged and
from every part of which the said Benjamin Burnd and all his legal representatives are
forever released exonerated and discharged he the said Lordy Pope have in consideration
aforesaid bargained and sold and do by these Indentures grant bargain and sell unto him
the said Benjamin Burnd his heirs and assigns a certain tract or parcel of Land lying
and being in the aforesaid County of Southampton and bounded by the lands of the following
named persons to wit, Jane Morrell late widow of James Morrell decd, Thomas Newton,
Augustin Pope, Maria Pope and the above named Jacob Barnes and supposed to contain
One hundred and five acres of Land more or less Matter of the neth: To have the said Benjamin
Burnd his heirs & assigns. To have and to hold the above described tract or parcel of Land
and every part and parcel thereof to him the said Benjamin Burnd his heirs and assigns
forever, that is to say all the whole right title interest and estate of in and to the said tract or
parcel of Land which the said Lordy Pope has heretofore hold in and to the sum to him
The said Benjamin Burnd his heirs and assigns forever in trust nevertheless that is to say
if he the said Lordy Pope or any other person by his directions or in his behalf shall pay
to the said Jacob Barnes his Executor administrator or assigns the above named debt of
One hundred and fifty dollars and also the legal interest which shall or may have accrued
on said sum up to the time of such payment, and furthermore the cost of drawing
and recording this Indenture, any time within Twelve months next after the date
hereof then in such event he the said Benjamin Burnd shall release the said tract
or parcel of Land to him the said Lordy Pope or his heirs or to such as have the legal
right to demand such release title, But in the event that the aforesaid debt shall be
not fully paid within the time specified as aforesaid, in such event it shall be
lawful, and not only lawful, but the bounden duty of him the said Benjamin
Burnd his Executor or administrator, at any time thereafter at the request in writing
of either him the said Jacob Barnes his Executor or assigns: to sell the before
described tract or parcel of Land, and for cash first or proceeds to such sale give ten
days notice thereof by advertisement posted up in at least three public places and the
neighbourhood where said land lyeth and out of the moneys raised by such sale
pay and discharge the aforesaid debt of One hundred and fifty dollars and the interest
accrued thereon up to the time of such sale also the cost as before named and return three
per cent on the whole amt of sale for personal trouble for carrying into effect this indenture
as pointed out herein, and if surplus money remains after the above payment and return the
same shall be paid over by him the said Benjamin Burnd his Executor or assigns to him
the said Lordy Pope or to such other or others as may be legally entitled to receive the same