

Southampton County to wit

We William L. Everett and Samuel Drowny Justices of the Peace in the County aforesaid in the State of Virginia do hereby certify that Mary J. Westbrook the wife of John P. Westbrook parties to a certain deed bearing date on the 7th day of May 1880 and hereto annexed personally appeared before us in our County aforesaid and being privately and apart from her husband and having the deed ^{examined} ^{to her} aforesaid fully explained, she the said Mary J. Westbrook acknowledged the same to be her act & deed and declared that she had willingly signed said deed and delivered the same and that she wished not to retract it. Given under our hands and seals this 16th day of May 1880

Wm. L. Everett Seal
Sam. Drowny Seal

Southampton County In the Clerk's Office the 18th day of May 1880

This deed of bargain and sale from John P. Westbrook and wife to Joseph T. Bland was returned and together with the Certificate annexed admitted to Record

John T. Bland Seal

This Indenture made and entered into on this fifteenth day of May in the year of our Lord eighteen hundred and Forty, between Monroe Butler and William W. Butler of the first part; and Bennett R. Whitfield of the second part; and John Hargrave of the third part; all of the County of Southampton State of Virginia Whereas the said Monroe Butler & William W. Butler stands justly indebted to Benjamin P. Pope by bond bearing date with these presents in the sum of seven hundred and thirty eight dollars & 74/100 said Benjamin P. Pope in the said sum of seven hundred and thirty eight dollars & 74/100 and whereas the said Monroe Butler & William W. Butler are willing and desirous to indemnify make safe and secure the said John Hargrave and whereas for the further appearance and securing the said John Hargrave. It is agreed by the said Monroe Butler & William W. Butler and John Hargrave that a conveyance in trust shall be made to the said Bennett R. Whitfield for the Benefit of the said John Hargrave in case the said writing obligatory should not be punctually paid with interest when due. Now this Indenture therefore witnesseth that Monroe Butler and William W. Butler for and in consideration of the premises aforesaid and for the further consideration of the sum of one dollar to them paid the receipt is hereby acknowledged most granted and sold aliened released confirmed and by these presents doth for themselves their heirs executors and assigns grant bargain and sell alien make over and Confirm unto the said Bennett R. Whitfield to his heirs executors and assigns the following named property (to wit:) all our entire stock of goods or merchandise all our lands & plantations lying and being in the County of Southampton The Horse Sixteen cattle forty hogs six further hogs and furniture two Jersey waggons two Bows Stills fifty sider cast two carts & wheels five chests four tables one desk Book case & contents one set of blacksmith Tools. Together with all the balance or residues of our property consisting of house hold and Kitchen furniture plantation Utensils &c. To have and to hold the before named property hereby conveyed unto him the said Bennett R. Whitfield his heirs & assigns in trust nevertheless and upon this express proviso that the said Monroe Butler & William W. Butler remain in peaceable & quiet possession of all the property hereby conveyed until default in payment of the said Sum of Seven hundred and thirty eight dollars & 74/100 when due either in whole or in part. And upon the further proviso that if the said Monroe Butler & William W. Butler their heirs executors or assigns shall punctually pay or cause to be paid unto the said Benjamin P. Pope or to his heirs executors or assigns the sum of seven hundred and thirty eight dollars & 74/100 and interest agreeable to the terms of the bond aforesaid, then the said Bennett R. Whitfield shall execute proper and legal Releases for the property hereby conveyed. But it is agreed by the parties and it is declared to be the true intent and meaning of the parties to these presents and the said Bennett R. Whitfield covenants and agrees with the other parties hereto that in case the said Monroe Butler & William W. Butler their heirs executors or assigns shall fail to make payment of the debt and interest aforesaid agreeable to the tenor of writing obligatory aforesaid that then the said Bennett R. Whitfield his heirs executors or assigns shall at the request of the said John Hargrave his heirs executors or assigns at any time after giving due notice not less