

James Blythe at or before the executing and delivery of these presents whereof a have acknowledged the said Thomas C Jones and Martha his wife hath bargained and sold and by these presents hath bargained and sold unto the said James Blythe his heirs and assigns forever: One certain tract or parcel of land lying and being in the County of Southampton and State aforesaid and containing by estimation about more or less and bounded as follows (to wit) Beginning at a white Oak on the side of the road in the edge of the Horse Pen Branch thence down said Branch to the corner of Drury and Fiddell in Flag Run thence up said Run to the Cypress bridge Road thence down said road to the beginning To have and to hold the said land with all and singular the premises and appurtenances thereto unto and for the only proper use and behoof of him the said James Blythe his heirs and assigns forever belonging unto him the said James Blythe his heirs and assigns forever and the said Thomas C Jones and Martha his wife for themselves their heirs Executors administrators and assigns with consent promise and agree to and with the said James Blythe his heirs and assigns forever and the said Thomas C Jones and Martha his wife will by these presents warrant and defend the right and title to the said tract of land to the said James Blythe his heirs and assigns forever: In Witness whereof the said Thomas C Jones and Martha his wife hath hereunto set their hands and affixed their seals the day and year first above written.

Signed and delivered }  
in the presence of }  
Southampton County In the Clerk's office the 26<sup>th</sup> day of June 1840  
This deed of bargain and sale from Thomas C Jones and wife to James Blythe was acknowledged by the said Thomas C Jones and admitted to Record  
J C Jones Seal  
J. R. Edwards Clk

Blythe  
to  
Jones' trustee  
Exam<sup>d</sup>

This Indenture made and entered into the 1<sup>st</sup> day of January 1840 the year of our Lord 1840 Between James Blythe of the first part Lottison R Edwards of the second part and Thomas C Jones of the third part all of the County of Southampton: Witnesseth that the said James Blythe being greatly indebted unto the said Thomas C Jones in the following sums of money that is to say in the sum of Eighty seven dollars and fifty cents due the first day of January 1841 and carrying interest from the first day of January 1840 and the further sum of Eighty seven dollars and fifty cents due the first day of January 1842 to carry interest from the first day of January 1840 and one for the sum of Sixty dollars carrying interest from the 1<sup>st</sup> of March 1840 as will fully appear by three several bonds bearing even date with these presents and the said James Blythe being desirous of having the payment of the said several sums of money to the said Thomas C Jones he has agreed to convey to the said Lottison R Edwards the property herein after mentioned in trust to be sold for that purpose Now therefore this Indenture further witnesseth that the said James Blythe for and in consideration of the premises aforesaid as well as for the further consideration of the sum of one dollar to him in hand paid by the said Lottison R Edwards the receipt whereof is hereby acknowledged hath granted bargained and sold and conveyed and by these presents hath granted bargained and sold and conveyed unto the said Lottison R Edwards his heirs Executors administrators and assigns the following tract or parcel of Land lying and being in the County aforesaid and containing sixty acres more or less being the same tract of land which the said Blythe purchased of the said Jones & wife by deed dated the 1<sup>st</sup> day of January 1840. To have and to hold the property aforesaid unto him the said Lottison R Edwards his heirs Executors administrators and assigns to the only proper use and behoof of him the said Edwards his heirs Executors administrators and assigns forever: Upon the following trust and condition: Notwithstanding that if the said James Blythe shall fail to pay and discharge the aforesaid debts; Nevertheless that if the said James Blythe shall fail to pay and discharge the aforesaid debts to the said Thomas C Jones as they respectively become due it shall and may be lawful for the said Lottison R Edwards or in case of his death for his legal personal representative who is hereby authorized to make sale of the property aforesaid or so much thereof as shall be sufficient for the purpose for cash being requested by the said Jones his Executors administrators and assigns to be made and having given reasonable public notice of the time and place of sale and of the moneys arising from such sale shall after satisfying the cost and expenses of said sale and of this conveyance pay to the said Thomas C Jones his Executors administrators or assigns the amount due him at the time and the balance of any pay over to the said James Blythe or his legal personal