

one fifth part of wheat if any raised and all other parts of crop raised by the said Joseph B. Butler may
put out potatoes. And the said Benjamin Phillips is not to claim any rent for the said Joseph B.
Butler may take timber from any part of the land for fence rails and fire wood and all the land he
the said Joseph B. Butler may cut and felled in and all land that is under fence and has not been
cultivated the said Joseph B. Butler should have free from rent for three years and then to give
in proportion to that of the land now opened. And Minto whereof we have heretofore set our hands
and seals the day and year first above written -

In presence of

J. B. Edwards

Benjamin B. Phillips ^{his} ~~mark~~
 Joseph B. Butler - ~~and~~

Southampton County And the Clerk's Office the 8th day of May 1841

This deed of Lease was acknowledged by Benjamin B. Phillips and Joseph B. Butler the
parties thereto and submitted to Record

Table J. B. Edwards 124

Deed of Lease
to
William Burdick
Mills
James
Wells

This Indenture made and executed this day of May A.D. One Thousand eight hundred and forty one between
William Burdick and Mary his wife of the first part James Wells of the second part and Matthew McVaughan of the
third part all of the County of Hampshire and State of Virginia. Witnesseth that the said Mr. Burdick and Mary his
wife have for and in consideration of the sum of One dollar to them in hand paid by the said Matthew Mc
Vaughan the receipt whereof is hereby acknowledged bargained and sold and do hereby promise bargain
and sell alienate convey and confirm unto the said Matthew McVaughan his executors and assigns
forever one certain tract or parcel of Land lying on the South West side of Hatteras River containing
five hundred and eighty four acres more or less and bounded by Hatteras River the lands belonging
to the heirs of William Allen dec^d and others it being the parcel and tract of Land sold by James
Mugger as trustee for Lafayette Burrows dec^d to the said Mr. Burdick at public auction which appears
by deed bearing date the first of May One Thousand eight hundred and forty one. To have and
to hold the aforesaid premises with all the reversions and reversions remaining and remaining
greatly and other rents free from all the claims or claims demands or demands of third parties
Upon the following conditions and trust. Viz. The said Mr. Burdick should justly indebted
to the said James Wells or order in the sum of fifteen hundred and twenty dollars and thirty
Cents which appears by note bearing date on the first of May one thousand eight hundred and forty
one with interest from date and payable on or before the first day of May one thousand eight
hundred and forty four. Now if the said Mr. Burdick and Mary his wife shall fail to pay and
satisfy the aforesaid debt with all costs pertaining to this or before the first day of May one
thousand eight hundred and forty four it shall then be lawful and right for the aforesaid
Matthew McVaughan as soon as requested by the said James Wells his heirs or assigns after giving
sufficient notice of the time and place of sale to sell at public auction the aforesaid tract and
parcel of Land with the reversions and reversions remaining and remaining greatly and other rents
and convey to the purchaser an ample and sufficient deed for the same upon the purchaser paying
a sufficient sum (cash) to discharge the aforesaid debt and all costs pertaining to this and making
such payment for the balance as shall be required by the said Mr. Burdick and Mary his wife
their heirs or assigns the said Matthew McVaughan or his heirs do hereby allege himself and
undertakes to comply with aforesaid promises on his part and to pay and discharge the aforesaid
or so much thereof as the next proceeds of such sale will pay when it shall be sold or due and
sold as before mentioned. And Testimony whereof we the parties have hereunto set our
hands and seals the day and year first above written -