

and a half acre to the same tract or parcel of land which the said Nicholas purchased of William A Sparks and conveyed as follows as follows to wit by the terms of James Stephens the estate of Stephen Murchough the estate of James Cook etc. The Estate of Joseph Murchough with all and singular the appurtenances to the said tract or parcel belonging or in any wise appertaining and all the estate right title of the said Lemuel P. Nicholas and Mary & his wife in and to the said tract or interest to be hereby granted trust or parcel of land and premises with its appurtenances unto the said Littleton R. Edwards his heirs executors administrators and assigns forever to the only proper use and behoof of him the said Littleton R. Edwards his heirs executors administrators and assigns forever. And the said Lemuel P. Nicholas and Mary & his wife for themselves their heirs executors and administrators do hereby covenant promise and agree to and with the said Littleton R. Edwards his heirs executors administrators or assigns that they will warrant and defend the aforesaid tract or parcel of land and premises unto him the said Littleton R. Edwards his heirs executors and assigns against themselves the said Lemuel P. Nicholas and Mary & his wife and against all and every other person or persons whatsoever. Upon trust nevertheless that whenever the said security or any one or more of them their executors or administrators shall have been compelled to pay the debt aforesaid for which they are security or any part thereof or shall have incurred any loss whatever in consequence of said security ship. or whenever in the opinion of any two or more of the said security their executors or administrators they are likely to suffer damages or detriment the said security ship it shall and may be lawful for the said Littleton R. Edwards (or in case of his death for his legal personal representatives who is hereby authorized to act) upon being thereto required by the said security or any one or more of them who may have suffered their executors administrators or assigns or of any two or more of them who may conceive themselves in danger of suffering their executors administrators or assigns to make sale of the before mentioned tract or parcel of land and premises at public auction to the highest bidder for cash or upon such other terms as the parties may agree upon having first on the day and a place of sale at his own discretion and given reasonable public notice thereof. and out of the moneys arising from such sale after paying and satisfying all costs and expenses attending the said sale and the consequences and reimbursing the said security their executors or administrators the sums of money if any they may have been compelled to pay with interest thereon and discharging entirely the debt aforesaid for which they are security to Alfred C. Bailey administrator as aforesaid the surplus if any pay over to the said Lemuel P. Nicholas his executors or legal personal representatives. And Witness whereof the parties aforesaid have hereunto set their hands and affixed their seals the day and year first herein aforesaid & signed said and delivered

For presence of }
Southampton County to wit

L. P. Nicholas (C)
Mary E. Nicholas (C)
L. R. Edwards (C)

We Alexander Myrds and H. J. Smith Justices of the Peace in the County of Fairfax in the state of Virginia do hereby certify that Mary E. Nicholas the wife of Lemuel P. Nicholas parties to a certain deed bearing date on the 16th day of August 1841 and hitherto unrecorded presented before us in our County aforesaid and being examined by us privately and apart from her husband and having the said aforesaid fully explained to her she the said Mary E. Nicholas acknowledged the same to be her act and deed and declared that she had willingly agreed as aforesaid delivered the same and that she wished not to retract it. Given under our hands and seals this 16th day of August 1841.

Alex. Myrds J.P.
H. J. Smith J.P.