

Mr. H. Nicholson his heirs and assigns against all persons, whosoever shall and will warrant and forever defend by these presents. Upon Trust nevertheless that the said Mr. Nicholson and his heirs shall permit the said Daniel M. Simmons to remain in possession of the said tract or parcel of land and premises with the appurtenances and take the profits thereof to his own and until default be made in the payment of the said sum of One thousand dollars either in whole or in part and then upon this further trust that he shall and will so soon after the happening of such default of payment (as he may think proper) or the said Sterling & Lunsier his heirs or assigns shall request sell the said tract of land and premises with the appurtenances or such part of the hereby granted premises as the trustee or his representatives hereby authorized to act shall think sufficient for the purpose aforesaid, proper to sell to the highest bidder for ready money at public auction after having found the time and place of sale at their own discretion and given ten days notice thereof by advertising the same at the door of the Court house on some Court day, previous to the day of sale and out of the money arising from such sale, after satisfying the charges thereof and all other expences attending the premises, pay to the said Sterling & Lunsier his heirs or assigns the sum of One thousand dollars with the interest which may thereon lawfully have accrued and the balance if any shall pay to the said Daniel M. Simmons his heirs or assigns. But if the whole of the said sum of One thousand dollars shall be fully paid off and discharged to the said Sterling & Lunsier his heirs or assigns five hundred dollars on or before the 25th day of Decr. 1822 and five hundred dollars on or before the 25th day of Decr. 1823 when the same is payable so that no default of payment of the said sum of one thousand dollars be made then this Bond shall be void or else to remain in full force and Virtue. For Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

The said and Rebecca his wife whenever it occurs
was written before signed also the interlunation four
hundred dollars and five hundred dollars on or
before the 25th day of December 1822

Danl M. Simmons *(S)*
Rebecca Simmons *(S)*
M^{rs} H. Nicholson *(S)*
Sterling & Lunsier *(S)*

For Collr

C. A. Burrows

Joseph Drury

Southampton County to wit

We Foranish Cobb and Mr. H. Nicholson Justices of the peace in the County aforesaid in the State of Virginia do hereby Certify that Rebecca Simmons the wife of Daniel M. Simmons parties to a certain deed bearing date on the 30th day of November 1821 and hereunto annexed personally appeared before us in our County aforesaid and being examined by us privily and apart found her husband and having the same aforesaid fully explained to her on the said Rebecca Simmons acknowledged the same to be her act and deed and declared that she had willingly and solely delivered the same and that she wished not to retract it. Given under our hands and seals this 30th day of November 1821

For Cobb *(S)*
Mr. H. Nicholson *(S)*