

Simmons

to

Butler to part and Edwards Butte of the third part

Exam^d

Debit to 6

Butte

Aug 25th 64

And Indenture made this 29th day of January in the year of Christ One thousand eight hundred and forty two between John Simmons of the first part Leston R Edwards of the second part and Edwards Butte of the third part. Whereas the said John Simmons stands justly indebted unto the said Edwards Butte ^{in the sum} of two hundred and fourteen 14/0 dollars by bond bearing date the 29th day of January 1842 and whereon also the said Edwards Butte stands bound as security for the said John Simmons in a bond executed to Henry B Vaughan on the 20th day of January 1845 on demand two days after date for the sum of two hundred and seventy three dollars 62 cents on which bond suit has been brought judgment obtained execution issued and forth coming being given - And whereas the said John Simmons is desirous to secure and hath agreed to secure the payment of the said debt and interest due the said Butte as well as to indemnify and save him harmless from all loss or damage whatever on account of said security steps by conveying the property herein after mentioned unto the said Leston R Edwards. And trust now therefore this Indenture witnesseth that the said John Simmons in consideration of the premises said of the said of One dollar to him by the said Butte in hand paid the receipt whereof is hereby acknowledged hath bargained and sold confirmed ^{assigned} and does by these presents bargain and sell confirm assign and does by these presents assign unto the said Leston R Edwards his heirs executors administrators and assigns the following property to wit. negro man named David Burris woman Maria and child Peter all the said Simmons (and lying on the East side of the Colthard Road in the County of Southampton and negro boy Nelson and the future increase of the woman Maria and also negro boy Ned - Do have and to hold the Land and slaves and the future increase of the slaves Maria above mentioned unto the said Leston R Edwards his heirs executors administrators and assigns. And trust and upon Condition nevertheless that at any time after the first day of June 1842 it shall be the duty of the said Leston R Edwards (or in case of his death for his legal personal representative lawfully authorized to act) upon being thereto required by the said Edwards Butte his executors administrators or assigns to make sale of the property herein before mentioned at public auction to the highest bidder for cash having first on the day and place of sale at his own discretion and given reasonable public notice thereof - And out of the proceeds in the first place to . . . discharge all legal and usual costs and expenses attending the sale and this conveyed; in the second place to pay and satisfy the debt herein first recited to be due to the said Edwards Butte and the debt aforesaid due Henry B Vaughan for which the said Butte is security if the same or any part thereof be due or reimburse the said Butte his heirs executors administrators or assigns any amount he may have had to pay as security with interest thereon and the balance if any pay over to the said John Simmons or order. And it is agreed that the said John Simmons shall retain possession of the aforesaid property and take the profits thereof to his own use until the said Edwards Butte be required by the said Butte to make sale of the same according to the provisions of this deed. And the said John Simmons does hereby covenant with the said Leston R Edwards that he is possessed of a free simple whole in the property aforesaid that he will forever warrant the same against all persons whatsoever. And Testimony whereof the said parties have hereunto set their hands and affixed their seals the day and year first written -

Signed sealed and delivered }
And the presence of }

John Simmons (Sd)
L R Edwards (Sd)
Edw^d Butte (Sd)