

Whitfield
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Econ^d 8
Dec^r 6th
Morrell
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This Indenture made this 26th day of February in the year of our Lord Eighteen hundred and forty two George Whitfield of the first part Thomas B Morrell trustee of the second part Benjamin Phillips of the third part all of the County of Southampton and State of Virginia. Whereas the said George Whitfield is justly indebted to the said Benjamin Phillips by bond bearing even date with these presents in the sum of five hundred and forty nine dollars and fifty two Cents due the 26th day of February 1843 which debt with the legal interest thereon accruing after the same becomes due the said George Whitfield is willing and desirous to secure. Now this Indenture witnesseth that for as much as in Consideration of the premises and also for the further Consideration of One dollar of lawful Money of Virginia to the said George Whitfield in hand paid by the said Thomas B Morrell trustee of and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said George Whitfield hath given granted bargain sold aliened enfeoffed released and confirmed and by these presents doth give grant bargain sell alien enfeoff release and confirm to the said Thomas B Morrell trustee his heirs and assigns forever One Certain tract or parcel of Land and premises situate lying and being in the aforesaid County of Southampton and Parish of Saint Luke's Containing by Estimation two hundred acres to the same more or less it being the tract or parcel of Land said George Whitfield purchased of said Benjamin Phillips and wife as will appear by their deed to said Whitfield executed and bearing date this day and bounded by the lines of Lafayette Brown dec^d John E Deal and James Rochelle dec^d with all and singular the appurtenances to the said tract or parcel of Land belonging or in any wise appertaining and all the Estate right Title Interest of the said George Whitfield in and to the said granted or intended to be hereby granted tract or parcel of Land and premises. To have and to hold the said hereby granted intended to be hereby granted tract or parcel of Land and premises with its appurtenances unto the said Thomas B Morrell trustee his heirs Executors administrators and assigns forever. And the said George Whitfield for himself his heirs Executors and administrators doth hereby command promise and agree to and with the said Thomas B Morrell trustee his heirs Executors administrators and assigns forever in manner & form following. That is to say that the said George Whitfield his heirs Executors and administrators the aforesaid tract or parcel of Land and premises with their appurtenances unto the said Thomas B Morrell trustee his heirs Executors administrators and assigns against all persons whatsoever shall and well warrant and forever defend by these presents upon trust nevertheless that the said Thomas B Morrell trustee his heirs Executors and administrators shall permit the said George Whitfield to remain in quiet and peaceable possession of the said tract or parcel of Land and premises with its appurtenances and take the profits thereof to his own use until request be made in the payment of the said sum of five hundred and forty nine dollars and fifty two Cents either in the whole or in part and then upon this further trust that in the said Thomas B Morrell trustee his heirs Executors administrators and assigns shall and will as soon after the happening of such request of payment as he or they may think proper or the said Benjamin Phillips his Executors or administrators shall request sell the said tract or parcel of Land and premises with the appurtenances or such part thereof as the said Thomas B Morrell trustee or his Executors or administrators shall think sufficient for the purpose to the highest bidder for ready money at public auction after having paid the time and place of sale at his or their own discretion and give at least ten days notice thereof by advertisement posted up at three or more public places in the neighbourhood and out of the monies arising from such sale shall after paying and satisfying the Charges thereof and all other expenses attending the premises pay to the said Benjamin Phillips his Executors administrators or assigns the said sum of five hundred