

This Indenture made this 28th day of October one thousand eight hundred & forty two,
by and between Joshua Joyner and Sally Joyner his wife of the County of Southampton and State of
Virginia of the first part and Carr Bowers of the County and State aforesaid of the second part and James
Holmes of the same County & State of the third part Witnesses, that whereas Joshua Joyner & Sally
his wife stands justly indebted to Carr Bowers by note duly executed bearing equal date with these presents
for the just and full sum of Fifty four dollars and eighteen cents and whereas the said Joshua Joyner and
Sally his wife is willing and desirous to Indemnify and secure the debt hereby secured to the said Carr
Bowers. Now therefore the said Joshua Joyner and Sally his wife for and in consideration of the premises &
for the further consideration of one dollar to them in hand paid by the said James Holmes at and before
the ending and delivering of these presents they the said Joshua Joyner and Sally his wife hath granted
bargained sold & given and confirmed, and by these presents for themselves their heirs Executors & administrators
doth grant bargain sell and set over unto him the said James Holmes & to his heirs and assigns a certain tract or
parcel of land lying and being in the County of Southampton called the Dove Tract containing one hundred acres
be the same more or less and bounded as follows (to wit) bounded on the East by David Carrs & Carr Bowers
on the South by Bowers on the West by Mary Britton and on the North by James Joyner land, reference thereto
will more fully appear. To have and to hold the said tract and parcel of land unto the said James Holmes his
heirs and assigns forever upon the following Trust, that is to say, that if the said Joshua Joyner and Sally
his wife shall so neglect or fail to discharge the debt due Carr Bowers or any part of it or if they shall so neglect
or fail to pay and discharge the note due Carr Bowers in his individual capacity by delay, that upon such
default and delays It shall be the duty of the said James Holmes immediately on his being thereto requested by
the said Carr Bowers his heirs Executors administrators or assigns after he shall have given at least twenty
days notice by advertising at fair or fair Publick places in the County the time and place of said sale, that
proceed to sell for ready money to the highest bidder the said tract of land hereby conveyed, and pay all expen-
ses of carrying this Present trust into execution as well as the debt above mentioned or so much thereof as shall
then remain unpaid with the accruing interest thereon, and if any surplus shall remain after having thus
settled and paid off the above mentioned debt interest & cost in the hands of said trustee James Holmes
the same shall be paid unto the said Joshua Joyner and Sally Joyner his wife their heirs Executors &
administrators and the said Joshua Joyner and his wife for themselves their heirs & assigns do and so ever
will defend the right and title of said land unto the said James Holmes his heirs and assigns from all
person whatsoever claiming or pretending to claim said land. In Witness whereof they and each of them
have hereunto set their hands and affixed their seals, the day and year first above written

Signed, Sealed & delivered
in presence

Berj Griffin

William Turner

Ludlow Lawrence

Southampton Co

Joshua Joyner (Seal)

Sally Joyner (Seal)

Carr Bowers (Seal)

James Holmes (Seal)

We Jesse Parker and J D Washington Justices of the Peace for the County aforesaid in the State of Virginia
do hereby certify that Sally Joyner the wife of Joshua Joyner Parties to a certain deed bearing date
this 28th day of October 1842 and hereto annexed personally appeared before us in our County
aforesaid and being examined before us Privily and apart from her husband and having the deed
aforesaid fully explained to her she the said Sally Joyner acknowledged the same to be her act and deed
and declared she had willingly signed, sealed and acknowledged the same and that she wished not to
retract it. Given under our hands and seals this 28th day of October 1842

Jesse Parker (Seal)

J D Washington (Seal)