

whereas concerning the said Mills Gray is willing and desirous to be sold. Now this indenture witnesseth that for and in consideration of the premises and also for the further Consideration of one dollar of law-saltemoney of Virginia to the said Mills Gray in hand paid by the said Thomas Knight the trustee at the sealing and delivery of these presents the receipt whereof is hereby acknowledged by the said Mills Gray hath given granted bargained sold and by these presents doth give grant bargain and sell the said to Jacob Williams and Matthew R Pope and Sampson Pope their heirs and assigns forever that tract or parcel of land lying and being in the County of Southampton in the State of Virginia Containing One hundred and fifty acres be the same more or less and bounded as follows on the side by Matthew R Popes line North by Nathaniel Birring line West by Lee Waller line South by Barons Road with all and appurtenances thereto belonging or in any way appertaining and the right and title & interest of the said Mills Gray in and to the said granted parcel of land with its appurtenances unto the said Thomas D Knight trustee his heirs and assigns forever to the only proper use and behoef of the said Jacob Williams and Matthew R Pope and Sampson Pope their heirs and assigns forever in manner and form following that is to say that the said Mills Gray his heirs & the aforesaid parcel of land and premises with their appurtenances unto the said Thomas D Knight trustee his heirs and assigns against all persons whatsoever shall and will warrant and soever defend by these presents. Upon trust & verthelife that then the said Jacob Williams and Matthew R Pope and Sampson Pope their heirs & shall permit the said Mills Gray to remain in quiet and peaceable possession of the said tract of land and premises with its appurtenances and take the profits thereof to his own use until default be made in the payment of the said sum of two hundred and fifty five dollars either in whole or in part and then upon this further trust that he or his assigns shall and will do soon after the happening of such default of payment of payment as he may think proper or the said Jacob Williams and Matthew R Pope and Sampson Pope their heirs acting & shall require sell the said tract of land and premises with the appurtenances to the highest bidder for ready money at public auction after having fixed the time and place of sale at his own discretion and given twenty days notice there of by advertisement to be set up at the door of the Courthouse of said County on some one day previous to the day of sale and out of the monies arising from such sale shall after satisfying the charges there of and other expenses attending the premises pay to the said Jacob Williams & Matthew R Pope and Sampson Pope their heirs or assigns the said sum of two hundred and fifty five dollars with the interest which may then lawfully have accrued and the balance if any shall payable the said Mills Gray his heirs or assigns but if the whole of the said sum of two hundred fifty five dollars shall be fully paid off and discharged to the said Jacob Williams & Matthew R Pope and Sampson Pope their heirs or assigns on or before the twentieth day of December one thousand eight hundred and forty two when the hundred and fifty five dollars will be payable so that no default of payment of the above sum of two hundred and fifty five dollars be made then this indenture to be void or else to remain in full force and virtue in witness whereof the said parties have as these presents hereunto set their hands and seals the day and year above written.

Sealed & delivered
in presence of

Mills L Gray
Jacob Williams
Matthew R Pope