

40
Bond
to
Rollings
James
C. Bell
W. H. Bell
W. H. Bell

This Indenture made this 7th day of December 1842, between William O Pond of the first part and John H Booth of the second part and Patrick H Rollings of the third part, all of the County of Southampton and State of Virginia. Whereas the said William O Pond, justly indebted unto the said Patrick H Rollings in the just and full sum of forty five dollars and Cents due by note bearing date 1st day of Dec^r 1842, and the said William O Pond is desirous to secure the said Patrick H Rollings against all losses. Now this indenture, witnesseth that for and in consideration of the promises and for the further Consideration of one dollar in hand paid by the said John H Booth the receipt is hereby acknowledged, by the said William O Pond do hereby these presents, grant, bargain, sell and convey, unto the said John H Booth his heirs and assigns a certain part or parcel of my property to wit 4 Feather beds and furniture, 3 Chests & contents, 1 water and Table, 1 sleeping Table, 2 looking glasses, 1 Sown, 1 side Saddle, 2 spurs, 2 Spiders, 1 broad hoe, 3 weeding hoes, 1 helling hoe, 8 Dittling Churns, 2 trunks, 4 bed Stegs, 1 carpet, 2 flat Irons, 1 pair of and Irons, 10 baskets 2 hags, 3 glass bottles, 2 salt sets, 2 pepper boxes, 2 ovens, 4 pans, 10 plates, 4 dishes, 10 eggs knives and forks, 5 lbs of corn 4 Jugs. To have and to hold to him the said John H Booth, his heirs and assigns forever: And the said Wm O Pond for him self his heirs exec and administrators do covenant with the said John H Booth his heirs & assigns that the said William O Pond will and his heirs executors and adm^rs shall warrant and defend the same to the said John H Booth his heirs and assigns for ever, against the lawful claims and demands of all persons whatsoever, upon Trust, nevertheless that the said John H Booth his heirs and assigns shall permit the said William O Pond to remain in quiet and peaceable possession of the said property, untill default be made in the payment of the sum of the said forty five dollars &c. whole or in part, and then upon this further trust that the said John H Booth shall and will, so soon after the happening of such default of payment, as he shall be requested by the said Patrick H Rollings his heirs executors, adm^rs or assigns so to do, sell the said property, or such part as may be sufficient for the purpose, at public auction to the highest bidder for ready money, after having appointed the time and place of sale at his own discretion and given at least ten days notice at two public places and advertise the same at the Court house door, if the said County of Southampton previous to the day of sale and out of the proceeds of sale after satisfying the expenses thereof and all other expenses attending rec^ds of &c then pay to Patrick H Rollings the debt which may appear to be just with its lawful Interest thereon but if the debt should be paid off and no default be made, to the said Patrick H Rollings, his heirs Executors and assigns on or before the 1st day of Dec^r 1843 then this Indenture to be void or else remain in full force and virtue. In witness whereof the parties to these presents have hereunto set their hands and seals this day as above first written.

Signed, sealed and delivered
in the presence of
James B Helms
Barthow Johnson
Merit M Hella
William O Pond Read
John H Booth Read
P. H. Rollings Read
Southampton County, In the Clerk's Office the 19th day of December 1842
This deed of trust between Wm O Pond of the first part, John H Booth of the second part, and Patrick H Rollings of the third part, as a acknowledged by Pond and Rollings two of the parties thereto and admitted to Record
Deane J R Edwards