

Exord of
Debit to
S Laine

the said Joseph Gardner is justly indebted to the said A. H. Bungo in the sum of twenty five hundred dollars to be paid on the 2^d day of January in the year 1863 and all the bonds that may come into my hands, with the legal interest thereon accruing. The said Joseph Gardner is willing and desirous to secure. Now this Indenture witnesseth, that for an in consideration of the premises, and also for the further consideration of one dollar of lawful money of Virginia to the said Joseph Gardner (the debtor) in hand paid by the said Shugars Laine (trustee) at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged by the said Joseph Gardner, hath given, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth give, grant bargain, sell, alien, enfeoff, release and confirm to the said Shugars Laine Trustee his heirs and assigns forever, all that tract or parcel of land, lying being in the County of Southampton in the State of Virginia, containing 209 acres be the same more or less, and bounded as follows to wit bounded by the lands of John Crocker on the north John Vick on the south and Eli H Davis on the west also one tract containing 200 acres be the same more or less and bounded by the lands of Rhoddy Wellons on the north A. H. Bungo on the south Mt. Polly Pond on the west and Frances Jones on the north west. Also the following slaves, and other personal property To wit, One Negro man (Isaac) Shubert, Emanuel, (and Mary), five beds and furniture one buffet & contents, one desk, three Trunks, one bureau, fifteen setting chairs, one clock, two looking glasses, one spinning wheel three Trunks, one chest, one lawn and gear, 4 pots, two ovens, one spindle, one frying pan, tubs, pails, muggins & one still, fifteen cedar chests, Apple mill spruce, Crops of corn &c &c &c. he owes two plows & gear one cart & wheels, cabinet tools of every description, one horse Bridled &c &c one shot gun, four sheep, eleven head of cattle, twenty three hogs, also the interest in the dower right of Rhoddy Wellons, with all and singular the appurtenances to the said tract or parcel of land belonging, or in any wise appertaining, and the future increase of the female of the said slaves and all the estate right, title and interest of the said Joseph Gardner, in and to the said granted or intended to be hereby granted tracts or parcels of land and premises. To have and to hold the said hereby granted or intended to be hereby granted tracts or parcels of land and premises with its appurtenances, together with the said slaves, and the future increase of the female thereof and all the other personal property hereby conveyed unto the said Shugars Laine Trustee his heirs, Executors, admors & assigns forever. To the only proper use and behoof of the said Shugars Laine & his heirs Executors admors & assigns forever. And the said Joseph Gardner for himself his heirs Executors admors & assigns doth covenant promise and agree to and with the said Shugars Laine his Executors admors & assigns forever in manner and form following, that is to say, that the said Joseph Gardner his heirs Executors admors & assigns the aforesaid tract or parcel of land and premises, with appurtenances together with the aforesaid slaves, and the future increase of the female thereof, and all the other personal property hereby conveyed, unto the said Shugars Laine Trustee his heirs Executors admors & assigns, against all persons whatever, shall and will warrant and forever defend by these presents Upon Trust nevertheless that the said Shugars Laine Trustee his heirs Executors admors & assigns shall permit the said Joseph Gardner to remain in quiet possession of the said tracts or parcels of land and premises with its appurtenances, together with the aforesaid slaves and other personal property hereby conveyed and take the profits thereof to his own use, and default be made in the payment of the said sum of twenty five hundred dollars with