

1843.

Land R. Richardson J.P. (Seal)
 G. H. Newsum J.P. (Seal)

Southampton County. In the Clerk's Office the 19th day of January 1843
 This deed of bargain and sale from James Jagers junr. to Jesse Blythe was acknowledged by James Jagers a party thereto and together with the certificate of the jury examination & acknowledgment of the same admitted to Record.

Teste L. B. Edwards Clk

This Indenture made this 18th day of January in the year of our Lord one thousand eight hundred and forty three between Daniel Fowler, the debtor of the first part, James Holmes of the second part and Carr Bowers of the third part, whereas the said Daniel Fowler stands justly indebted to the said Carr Bowers in the sum of six hundred & thirty nine dollars & seventy nine cents to be paid on the 18th day of July next in the present year, as by a bond bearing date with these presents more fully appears; which debt the said Daniel Fowler is willing & desirous to secure: Now this indenture witnesseth that for & in consideration of the premises & also for the further consideration of one dollar, to the said Daniel Fowler in hand paid by the said James Holmes at and before the sealing & delivery of these presents, the receipt whereof is hereby acknowledged, he the said Daniel Fowler hath, given, granted, bargained, sold, aliened, conveyed, released & confirmed and by these presents, doth, give, grant, bargain, sell, alien, convey, release and confirm to the said, Jas Holmes his heirs and assigns forever all that tract or parcel of land lying and being in the County of Southampton and State of Virginia containing by estimation one hundred and fifty acres be the same more or less, and bounded by the lands of William Fowler, William Daugherty, Sethus Cobb, the new road leading to Franklin and the lands of Carr Bower, as will more fully appear by reference to the deed now of Record in the Clerk's Office of this County, also the following slaves to-wit: Ben Fanny, Lily, with all right title and interest therein whatever, unto the said James Holmes his heirs and assigns for ever. To have and to hold the said hereby granted tract of land and premises and said slaves as above mentioned, unto the said James Holmes, his heirs and assigns forever and the said Daniel Fowler for himself his heirs Executors and administrators doth hereby covenant, promise and agree to and with the said James Holmes his heirs Executors and administrators and assigns forever in manner and form following: that is to say that the said Daniel Fowler his heirs Executors and administrators, the aforesaid tract or parcel of land and premises, with the above mentioned slaves Ben Fanny & Lily unto the said James Holmes his heirs Executors administrators and assigns, against all persons whatever, shall and well warrant and forever defend by their presents upon first request, that the said James Holmes his heirs Executors & administrators shall permit the said Daniel Fowler to remain in quiet and peaceable possession of the said tract or parcel of land, and slaves as above named, and take the profits thereof to his own use, until default be made in the payment of the said sum of six hundred and thirty nine dollars and seventy nine cents, due by bond as aforesaid either in whole or in part and then upon this further trust, that the said James Holmes his heirs and assigns shall and will as soon after the happening of such default of payment, as he, his heirs Executors