

to hold possession of peaceably & quietly, & to use the said land, together with the buildings & improvements thereon, & the appurtenances of every kind thereto belonging, & to take to & for his & their own use, all the rents, issues & profits thereof, until a sale of the same shall be made for the above mentioned purposes; he & they paying all the taxes, assessments, dues & charges thereon, during the time of his or their holding the same. And lastly, this indenture is made upon this third confidence, that whenever all the money, both principal and interest, due by virtue of the said bond, shall be paid, & a sale of the said land shall be rendered unnecessary for that & the other purposes of this indenture, then, & in that case, the said James M Parker shall convey the said land & its appurtenances, with all the estate & interest therein hereby conveyed to him, unto the said Elijah Nelms or convey the same to his heirs, or such other persons or persons as shall be then entitled thereto, under him, when thereafter required to do so. The said Nelms or his heirs or such person or persons paying the expenses thereof. And the said Elijah Nelms & Matilda his wife for themselves, their heirs, Executors & administrators, covenants with the said James M Parker his heirs & assigns jointly & severally, as follows to wit to warrant & defend the land hereby conveyed, with all the buildings and improvements thereon, & its appurtenances of every kind, unto the said James M Parker his heirs & assigns forever, against the claims & demands of all persons whatsoever; to pay all the taxes, assessments, dues & charges upon the said land, during the whole time that he, or his heirs or assigns, or any person or persons under him or them, or either of them, shall be permitted to hold & use the same, as above mentioned; to deliver up the possession of the said land when sold by virtue of this indenture, to the purchaser or purchasers thereof, when thereto required and received, upon request to execute & deliver any deed or deeds, & to do every other act considered necessary by counsel for confirming & quieting the title or titles of such purchaser or purchasers, free of all expense & charges whatever to him or them; to take due & proper care of the said land, & all the buildings & improvements thereon, & of its appurtenances of every kind, while the same shall remain as aforesaid in the possession of the said Nelms or his heirs or assigns, or any person or persons holding the same under him or them, or either of them; and lastly, to save the said James M Parker his heirs Executors & administrators, from being damaged, or sustaining any loss or injury, in any way whatever, by well & faithfully executing the powers & trusts hereby created & given to him. In witness whereof the said Elijah Nelms & Matilda his wife and the said James M Parker and Henry B Vaughan have hereunto signed their names & affixed their seals the day & date before mentioned.

Elijah Nelms *(Seal)*

Matilda J Nelms *(Seal)*

James M Parker *(Seal)*

Henry B Vaughan *(Seal)*

Southampton County To Wits

We George A M Newson & N M Seabell Justices of the peace in the County aforesaid do hereby certify that Matilda Nelms the wife of Elijah Nelms, presented to a certain due hearing date on the 20th day of February 1843 and hereunto annexed, personally appeared before us in our County aforesaid, & being examined before privately & apart from her husband & having the same affirmed