

Simmons
To
Butts Sonster

Exam^d of L^y
to W^m J. Sebell

Ex Butts 20th 1843
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This Indenture made and entered into this 29th day of March 1843 between John Simmons of the first part William Sebell of the second part and Edwards Butts of the third part, all of the County of Southampton. Whereas the said John Simmons being indebted unto the said Edwards Butts in the sum of six hundred and fourteen dollars and nineteen cents by bond bearing date the 29th day of January 1842 in order to secure the payment of the said sum of money and interest which might accrue thereon to the said Butts, and whereas the said Edwards Butts hath become the said John Simmons security in the following forthcoming or delivery bonds, given upon an execution sued out of the Clerk's Office of the Circuit Superior Court of Law and Chancery for Southampton County in favor of John Dick & Amos S Drury merchants partners trading under the firm & style of Dick & Drury against the said John Simmons for the sum of one hundred & seventy nine dollars and seventy seven cents dated February 4th 1843 also in favor of Amos S Drury against the said John Simmons for the sum of one hundred and thirty seven dollars and ninety five cents dated February 4th 1843 also in favor of Richard Darden assignee of N W Sebell against the said John Simmons for the sum of two hundred and fifty eight dollars and eighty one cents dated February 1843 also one in favor of William D Hood who sues for the benefit of Dick & Drury against the said John Simmons for the sum of ninety two dollars and seventeen cents dated the 1st day of February 1843, also in favor of Richard Darden assignee of N W Sebell against the said John Simmons for the sum of two hundred dollars and twenty four cents, dated the 1st day of February 1843, and also in favor of Jesse Basham against the said John Simmons for the sum of sixty eight dollars and sixty three cents dated the 1st day of February 1843. And whereas the said John Simmons is anxious to secure the payment of the said sum of six hundred and fourteen 19/100 dollars with the interest which may accrue thereon to the said Butts, as well as to indemnify and save harmless the said Butts from any loss or injury which he may sustain on account of his security therefor for the said John Simmons in the forthcoming or delivery bonds aforesaid, he the said John Simmons hath for and in consideration of the premises as well as for the sum of one dollar to him by the said William Sebell in hand paid (the receipt whereof is hereby acknowledged) hath granted, bargained and sold and by these presents doth grant bargain and sell unto the said William Sebell his heirs Executors administrators and assigns, the following property to wit All the said John Simmons land whereon he now lives about four hundred and thirty seven acres more or less, Negro man Sam Harris, Woman Belia and Child Peter, by Watson and Reid, and the future increase of the negro woman Belia, 2 horses stock of hogs & cattle household and kitchen furniture and all of my present crop now commenced. To have and to hold the said property unto him the said William Sebell his heirs Executors administrators and assigns forever. UPON TRUST and Condition nevertheless that at any time hereafter whenever the said Edwards Butts desires to collect the aforesaid sum six hundred and fourteen 19/100 dollars and interest which may have accrued thereon or whenever he shall conceive himself to be in danger of suffering or hath actually suffered, on account of his securityship of aforesaid it shall