

23

Smith

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Smith vs.

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Stl 1818 I will be made and entered into this 17th day of July 1800.
 between Sarah C Smith of the first part Seth R Williams of the second part
 and Horning T Smith of the third part witnesseth whereas the said Sarah
 C Smith has become desirous as her forthcoming bonds are executed to
 release both for the benefit of Anthony M Howell and the other executors
 of her estate and as she bound as the executrix of the said Sarah C Smith in
 several bonds to set a bond executed to James T French for the sum of one
 hundred and twenty dollars dated the 17th day of July 1803 and payable on demand also to a note
 of the said Sarah C Smith executed to James Murphy for the sum of fifteen dollars dated the 16th day
 Aug 2d 1803 also the said Sarah C Smith is indebted to Horning T Smith immediately
 in the sum of two hundred and sixty two dollars & 6 p's dated July 17 1802
 and being anxious and desirous to secure the said H T Smith against all his
 whatevers either as security or for the sum due him individually to the said Sarah
 C Smith for and in consideration of the premises aforesaid assault aforesaid forth
 page 206 consideration of one dollar to him in hand paid by the said Seth R Williams
 in this book he accept whereof is hereby acknowledged both granted bargained and
 sold and by these presents with grant Bargain sell and convey unto the said
 Seth R Williams his heirs &c forever the following property to wit one acre
 tract or parcel of land lying and being in the County of Southampton contain-
 ing about one hundred acres of land more or less & being the tract of land above
 described Sarah C Smith now has - also the following personal property to wit
 one negro man slave named Lewis one colored woman her head of hys six head of cattle
 four feather beds & furniture one cart and wheel one iron chain one clock etc the table
 furniture and farming utensils of the said Sarah C Smith to have and to hold the
 tract of land above mentioned with all its appurtenances as also the slave Lewis and
 other personal property herein mentioned together with the mirehouse belonging to him the
 said Seth R Williams his heirs &c forever. Upon payment moreover that in the
 event that the said Sarah C Smith should fail to pay the debt herein provided
 for that then the said Seth R Williams shall收回 the property by the said
 R J Smith advertise and sell to the highest bidder for each thirty day pre-
 mises of the time and place of sale having however previously given at several
 public places all of the property herein mentioned both real and personal or so
 much as may be necessary to pay back of the debts herein provided for as so
 much Sarah C Smith may then have failed to pay and out of the proceeds
 of said sale after deducting the expenses thereof pay the debts herein provided
 for and the remainder of any pay over to the said Sarah C Smith his heirs &
 executors and each of us covenant that we will faithfully execute the Inst-
 ructions aforesaid and we have hereunto set our hands and seals this day and
 date above written

Southampton County

Sarah C Smith
H T Smith

In the Clerk's Office the 17th day of July 1803.
 The Bond of trust between Sarah C Smith of the first part Seth R Williams
 of the second part and Horning T Smith of the third part was acknowledged by
 Sarah C Smith this of the present date and admitted to Record.

Teste P R Edwards A.

Dated 1803
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