

203
 Bowker
 is
 Schell's test.
 Exam^d

This Indenture made and entered into the 31st day of May in the year 1844 between River Bowker of the first part, Jonathan R Edwards of the second part and William J Schell of the third part all of the County of Southampton, whereas the said River Bowker is justly indebted unto the said William J Schell in the sum of three hundred and twelve dollars by bond bearing equal date with these presents and being willing and desirous to secure this payment thereby with all interest which may accrue thereon has agreed to convey this property herein after mentioned unto the said Jonathan R Edwards in trust to be sold for that purpose Now therefore this Indenture Witnesseth that River Bowker for and in consideration of the sum of one dollar as well as for the further consideration of the sum of one dollar to him in hand paid by the said Jonathan R Edwards the Receipt whereof is hereby acknowledged hath granted bargained and sold unto the said Jonathan R Edwards his heirs and assigns the following property to wit: one certain tract or parcel of land ^{lying} in the County of Southampton containing by Estimation over hundred and thirty four and a fourth acres more or less being the tract of land on which the said Bowker resides: one Negro Man named John one head of horses one head of cattle and the increase of said horses & cattle which said property is conveyed in a Bill of Trust hereafter executed by the said Bowker to the said Edwards for the purpose of securing a certain debt due the said Schell and is also subject to that debt: also one bay colt & head of cattle 31 head of hogs one pig & lamp & candle & what soever further and functions and all the household furniture of every description plantation utensils and all the furniture growing crops of corn cotton sugar pine apples with all and singular: To have and to hold the above said property with the increase of the horses cattle & hogs unto him the said Jonathan R Edwards his heirs & assigns forever: UPON TRUST Nevertheless that at any time during two if the said River Bowker shall make default in the payment of the aforesaid sum of three hundred & twelve dollars when the same shall be demanded by the said Schell his heirs & assigns it shall & may be lawful for the said Edwards being thereto required by the said Schell his heirs and assigns to make sale of this property herein before conveyed or intended to be conveyed and out of the moneys arising therefrom after paying the expenses of said sale & the conveyance pay and discharge the debt aforesaid due the said Schell with the interest which may be due thereon and the balance if any pay over to the said Bowker: IN WITNESS whereof the said Bowker Schell and Edwards have hereunto set their hands and affixed their seals the day and first before written

River Bowker *(Sd)*
 J R Edwards *(Sd)*
 Wm J Schell *(Sd)*

Southampton County in the Clerk's Office the 31st day of May 1844
 This Order of Court between River Bowker of the first part J R Edwards of the second part and Wm J Schell of the third part was acknowledged by all the parties thereto and admitted to Record

Teste J R Edwards Clk

Whereas Rhoda Willens reported this life in February last leaving a will in which she bequeathed her estate to her two grand children namely Mary James Grogg and Miley Townsend To one half of a tract of land say twenty four acres the other half seventy five acres more or less was disposed of by her husband Miley Willens in his will and as there remained but her children