

Letters containing by relation showing five acres be the same more or less and bounded by the lands of Esaias Piny, Richard Cornuys, D. Culter said Jacob Barnes, and Black Ellsworth with all and singular the appurtenances to the said tract or parcel of Land belonging or in any way appertaining and all the estate right title and interest of the said Richard Piny & Margaret S. Piny, his wife in and to the said granted or intended to be hereby granted tract or parcel of Land and premises. It is now and to hold the said hereby granted or intended to be hereby granted tract or parcel of Land and premises with its appurtenances unto the said A. Myrick trustee his heirs Executors administrators and assigns forever and the said Richard Piny & M. S. Piny his wife for themselves their heirs Executors and assigns do hereby covenant promise and agree to and with the said A. Myrick Trustee his heirs Executors administrators and assigns forever in manner and form following that is to say that the said Richard Piny & M. S. Piny his wife their heirs Executors and assigns the aforesaid tract or parcel of Land and premises with its appurtenances unto the said A. Myrick Trustee his heirs Executors administrators and assigns against all persons whatsoever shall and will warrant and forever defend by their persons Agents Trusts Trustees that the said A. Myrick Trustee his heirs Executors and assigns shall permit the said Richard Piny to remain in quiet and peaceable possession of the said tract or parcel of Land and premises with its appurtenances and take the profit thereof to his own use without default in the payment of the said sum of two hundred and fifty five dollars either in the whole or in part and that upon the further trust that the said A. Myrick Trustee his Executors administrators or assigns shall and will so soon after the happening of such default of payment as he or they may think proper or the said Jacob Barnes his Executors or assigns shall request sell the said tract or parcel of Land and premises with its appurtenances or such part thereof unto the said Trustee or his Executors or assigns shall think sufficient for the purpose for cash to the highest bidder at public auction after having fixed the time and place of sale and given at least fifteen days notice thereof by advertisement posted up at three or more public places in the neighborhood and out of the moneys arising from such sale shall after paying and satisfying the charges thereof and all other expenses attending the premises pay to the said Jacob Barnes his Executors administrators or assigns the said sum of two hundred and fifty five dollars with the interest which may lawfully have accrued thereon or so much as may then be due of said debt and the balance if any pay to the said Richard Piny his Executors administrators or assigns. But if whole of the said sum of two hundred and fifty five dollars with the legal interest thereon accruing shall be fully paid off and discharged to the said Jacob Barnes his Executors administrators or assigns on or before the 25th day of March in the year of our Lord Eighteen hundred and fifty seven so that in default of payment of said debt he made then this instrument to be void but if otherwise to remain in full force and virtue. In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed & delivered

In presence of

Henry P. Piny

J. S. Griffin

Paul Humphreys County S. C. We Henry P. Piny and Henry P. Piny of the peace for the County aforesaid in the State of Virg. do hereby certify that Margaret S. Piny the wife of Richard Piny parties to the aforesaid deed bearing date the 23 Oct 1847

Richard Piny

Margaret S. Piny

A. Myrick

Jacob Barnes

Seal

Seal

Seal

Seal