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Rauls Daniel Smelter and Sons & Robertson the witnesses thereto and admitted to him
State of N. H. Newbury Co.

THIS Indenture made and entered into this 25th day of July A.D. 1849
between Justus W. Scott and Eliza his wife of the first part, and Joseph
Kindred of the second part; and George A. W. Kinsman John R. Williams William
Murphy and James J. Scott of the third part all of the County of Southampton
and State of Virginia. Witnesseth that whereas the said Justus W. Scott
has this day executed a writing obligatory under seal commonly called a promissory
note to William H. Clarke for the sum of fifty eight dollars and eighty
cents which note bears date the 25th of July 1849 and bears interest from that
date to which note the said George A. W. Kinsman is co-obligor with and security
for the said Justus W. Scott being anxious and desirous to secure and keep the
said Kinsman safe and harmless from all pecuniary loss or injury whatsoever. This
Indenture further Witnesseth secondly: That whereas the said Justus W. Scott
formerly executed a similar note to Joseph Driskell for the sum of one hundred
dollars bearing date March 20th 1847 (or thereabouts) to which latter note the
said G. A. W. Kinsman, John R. Williams William Murphy and James J. Scott are
equal co-obligors with and securities for the said J. W. Scott being anxious and
desirous also in this case to keep and prevent the said co-obligors and securities
safe and harmless from all pecuniary loss or injury whatsoever: But it is the
intention and wish of the said J. W. Scott to prefer and first to render and pay
unhindered the said G. A. W. Kinsman as co-obligor and security in the note first
named above that is to say the note made payable to Wm. H. Clarke: Now this
Indenture Witnesseth that the said Justus W. Scott and Eliza his wife
for and in consideration of the premises, and for and in the further consideration of
one dollar to the said Justus and Eliza his wife in hand paid by the said Joe
Kindred at and before the reading and delivery of these presents; the receipt
of which said sum of one dollar is hereby acknowledged have given grant bargain
sell and confirmed and by these presents do give grant bargain sell & confirm
unto the said Joe Kindred and his heirs forever all that tract or parcel of
land lying in the lower end of Southampton County, on which the said Justus
& wife then resides: containing by estimation two hundred acres, to the same known
or so much more or less; and bounded by the lands of Jonathan Scott deceased
Gave Sanders, Mrs. Joyner Amos Joyner and others together with all the hereditaments
in any way appertaining thereto: To have and to hold the said tract of land
together with all the hereditaments privileges and appurtenances thereto belonging
to the said Joe Kindred and his heirs forever to the only proper use and behoof of
the said Kindred & his heirs forever: Now be it remembered that this same
aforesaid tract of land above described & conveyed has heretofore been conveyed
at deed of trust to Pittsford Edwards trustee for the purpose of securing and
keeping harmless from all injury whatsoever the said George A. W. Kinsman who
and is co-obligor with and security for the said Justus W. Scott in a bond for
the sum of three hundred dollars made payable to James Adair: and it is intended
of counsel by all the parties to this conveyance that it shall have the effect
that the objects and purposes of this former conveyance have been fully satisfied
the said Justus debt by these presents further grant bargain sell and convey
the said Justus for the purpose above mentioned, all and singular the goods