

This Indenture, made and entered into the 21st day of January in the year
 of our last one thousand eight hundred and fifty, between Joseph Nelson of this
 part of Virginia Sheriff of the second part, and William D Butler of the third part,
 of the County of Southampton and State of Virginia: Edwrd Smith that the
 said Joseph Nelson for and in consideration of the sum of one hundred and fifty
 dollars which said sum is due from the said Joseph Nelson to the said William
 D Butler by bond bearing date the 21st day of January one thousand eight
 hundred and fifty: as well as all other monies which may be due now owing
 from the said Joseph Nelson to the said William D Butler by means of any
 dealings transfer of debt or paper whatever as also for and in consideration of
 one dollar to him in hand paid by the said Sheriff, the Receipt whereof
 the said Joseph Nelson doth hereby acknowledge, hath granted, bargained and
 sold, and by these presents doth hereby grant, bargain and sell convey and
 make over unto the said Sheriff and his heirs forever, all his right,
 and interest in following property to wit: All of that tract of parcel of
 land whereon the said Joseph Nelson now resides containing by estimation
 four hundred and twenty three acres more or less, bounded as follows on the
 North by the Lands of John Wims, on the South by the Lands of Edwards
 Buile & Edith Edlins, on the East by Peter Beath, on the West by the Lands
 of Edward Travis, also one vine bry house one small house with six head of
 cattle with household and kitchen furniture of every description belonging
 to him the said Joseph Nelson: To have and to hold with all the right,
 and interest of the said Joseph Nelson, herein conveyed or intimated to be conveyed,
 to him the said Sheriff his heirs and assigns forever upon the special trust
 nevertheless that the said Sheriff upon being there required by the said
 William D Butler shall proceed to sell all the right, and interest of the said
 Joseph Nelson to the above named tract of land & other property hereby conveyed
 or intimated to be conveyed, after advertising the land and place in the said County
 of Southampton, for ten days previous, at some public house or store for cash and
 out of the money arising out of from the said sale, in the first place pay and
 satisfy all cost attending the said sale as well as the expense attending the
 said conveyance and then pay off the bond aforesaid with interest, as well as
 all other monies which may appear to be due and owing from the said Joseph Nelson
 to the said William D Butler by means of any dealings transfer of debt or paper
 whatever, and the surplus if any pay to the said Joseph Nelson: and the said
 Joseph Nelson for himself his heirs Executors and administrators, the right, and
 title of the said tract of land and other property unto the said Sheriff
 his heirs and assigns forever, doth hereby warrant and defend against the lawful
 claims or claims of him the said Joseph Nelson his heirs Executors and administra-
 tors and against all and every other person or persons whomsoever: and the said
 Sheriff on his part covenants and agrees that he will make sale of the
 right and interest hereby conveyed for the best price he can obtain for the same
 after advertising the land and place for ten days previous at some public house
 or store in the said County: and with the monies arising from the said first pay
 and satisfy all cost attending the same, as well as the expense attending the
 conveyance, and then pay off the aforesaid bond and interest, as well as all
 other monies which may appear to the said Sheriff to be justly due and
 owing from the said Joseph Nelson to the said William D Butler by means of