

covered in the above mentioned deed contained thirteen hundred and twenty three acres from which is now excepted a tract of two hundred and a half acres which have been heretofore used by the said Joseph & Eliza wife Arthur Middleton and Jos B. Middleton in Delaware, Deeded by deed bearing date the 20th Decemr. 1847, bearing a residue of about hundred & twenty two and a half acres and being the same tract piece or parcel of land which was sold & conveyed unto the said William Ward and Jos Barnes by the said Jos & Eliza wife Arthur Middleton & Jos B. Middleton by deed dated the 29th of Decemr. 1847 which said several deeds and Diagrams should annexed to which reference is hereby made for a more particular description of the said property and of Record in the Clerk's Office of the County Court of Southampton County, To have and to hold the said tract piece or parcel of land and every part and parcel thereof with all & singular the buildings improvements privileges & appurtenances thereto belonging unto the said John Kendrick his heirs and assigns forever; And the said ~~Wm~~ Ward and Jos Barnes for themselves their heirs Executors & administrators do covenant promise grant and agree jointly & severally to & with the said John Kendrick his heirs & assigns by their presents that they the said Wm Ward & Jos Barnes their heirs and assigns the said lot piece or parcel of land & premises hereby conveyed with the appurtenances unto the said John Kendrick his heirs and assigns against them the said William Ward and Jos Barnes and their heirs and against all & every person or persons whatsoever will warrant & defend by their presents that they the said Wm Ward and Jos Barnes their heirs Executors & administrators shall fail or refuse to pay to the said Joseph & Eliza wife Arthur Middleton & Jos B. Middleton their heirs Executors & administrators & assigns the said sum of one Thousand Dollars specified in the said Note when the same shall become due & payable according to the tenor & effect thereof or shall fail or refuse to pay the interest which may accrue thereon then the said John Kendrick shall so soon after such failure or refusal as he shall be required to do by the said Joseph & Eliza wife Arthur Middleton & Jos B. Middleton or either of them or their heirs Executors & administrators or assigns proceed to sell at public auction for cash first giving ten days notice of the time and place of sale by posting notice of the same on the Door of the Court house of said County and also by advertising the same in some newspaper published in the City of Norfolk the said lot piece or parcel of land hereby conveyed and out of the proceeds of such sale he shall first pay all costs & charges attending the execution of this Trust & covenantly he shall pay to the said Joseph & Eliza wife Arthur Middleton & Jos B. Middleton their heirs Executors & administrators and assigns the said sum of one thousand Dollars with all the interest that shall have accrued thereon & remained unpaid and the balance if any he shall pay to the said Wm Ward and Jos Barnes their heirs Executors & administrators & assigns: But if the said Wm Ward & Jos Barnes shall well & truly pay & discharge the said Note that this deed shall be void & it is made in full force & virtue: In Testimony Whereof the said parties to their presents have hereunto set their hands & seals this day and year first above written: interrelation & reassured. Made before the execution of their presents.