

This Indenture made and entered into the 28th day of January in
 the year of our Lord one thousand eight hundred and fifty between William
 Whitney of the first part Robert M. Dobs of the second part and Demar-
 cus S. Dobs of the third part, all of the County of Southampton in the
 State of Virginia: Witnesseth that the said William Whitney for and in
 consideration of the sum of five hundred Dollars, which said sum is due
 from the said William Whitney to the said Demarcus S. Dobs by bond
 bearing date the 28th day of January one thousand eight hundred and fifty,
 as well as all other moneys which may be due and owing from the said
 William Whitney to the said Demarcus S. Dobs by means of any dealings
 transfer of debt or paper whatsoever as also for and in consideration of one
 Dollar to me in hand paid by the said Robert M. Dobs, the Receipt
 whereof the said William Whitney 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 Robert M. Dobs and his heirs
 forever all his right and interest in the following property to wit, all his right
 title and interest in the tract of Land which the said William Whitney
 and Oaty Ingham purchased of Joseph S. Council jointly which tract of Land
 formerly belong to Peter Summerville and belonging to him the said William
 Whitney: To have and to hold with all the right and interest of the said
 William Whitney herein conveyed to him the said Robert M. Dobs, his heirs
 and assigns forever upon this special trust to wit that the said Robert M.
 Dobs upon being thereof required by the aforesaid Demarcus S. Dobs shall
 proceed to sell all the right and interest of the said William Whitney to the
 above named Land hereby conveyed, or intended to be conveyed, after advertising
 the time and place in the said County of Southampton, for ten days previous at
 some public house or store, for cash, and out of the moneys arising out of the
 said sale, in the first place pay and satisfy all cost attending the said sale as well
 as the expenses attending the said conveyance and then pay off the bond aforesaid
 with interest, as well as all other moneys which may appear to be due and owing
 from the said William Whitney to the said Demarcus S. Dobs by means of any
 dealings transfer of debt or paper whatsoever, and the surplus if any pay to the
 said William Whitney for himself his heirs Executors and administrators the
 right and title of the said Land unto the said Robert M. Dobs, his heirs and assigns
 forever doth hereby warrant and defend against the lawful claims or claims of him the
 said William Whitney his heirs Executors and administrators and against all and
 every other person or persons whomsoever, and the said Robert M. Dobs covenants
 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 time
 and place for ten days previous at some public house or store, in the said County, and
 the moneys arising from the said sale first pay and satisfy all cost attending
 the same as well the expenses attending the conveyance and then pay off the aforesaid
 said bond and interest, as well as all other moneys which may appear to the said
 Robert M. Dobs to be justly due and owing from the said William Whitney to the
 said Demarcus S. Dobs by the means of any dealings transfer of any debt or paper
 whatsoever, and then pay the surplus if any to the said William Whitney: and
 the said Robert M. Dobs on his part covenants and agrees that he will release
 the said William Whitney from the obligations of this indenture, upon the