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S. his wife is willing and desirous to secure the said debt with
interest to the said John Owen. Now This Indenture witnesseth
that for and in consideration of the premises, and also
for the further consideration of one dollar to the said James
Ellis in hand paid by the said William St. Nicholson at and
before the sealing and delivery of these presents, the receipt
whereof is hereby acknowledged, they the said James Ellis and
Harriet S. his wife hath given, granted, bargained and sold, and
by these presents, doth give, grant, bargain and sell, alien, enfeoff,
release and confirm to the said William St. Nicholson, his heirs
and assigns forever, one certain tract, piece or parcel of land
lying and being in the County of Southampton aforesaid and bounded by
Notaway river, by Jesse Little, Nancy Ritenour, William S. Nicholson,
John W. Guile, and Daniel Cobb, containing two hundred and seventy-
six and a half acres, more or less, with all and singular the
premises to the same belonging or in any wise appertaining, and all the
estate, right, title and interest of them, the said James Ellis and Harriet S. his
wife, in and to the said land and premises hereby granted, or intended to be granted:
To have and to hold the said hereby granted land and premises hereby en-
dowed unto the said William St. Nicholson, his heirs, Executors, Administrators
and assigns forever to the only proper use and benefit of him the said William St.
Nicholson his heirs, Execs, Admins and assigns forever, and the said
James Ellis and Harriet S. his wife for themselves, their heirs &c. doth his
covenant and agree to and with the said William St. Nicholson his heirs,
Executors, administrators and assigns forever in manner and form following
(to wit,) that the said James Ellis and Harriet S. his wife, their
heirs &c. the aforesaid tract of land and premises unto the said
William St. Nicholson his heirs, Execs, Admins and assigns shall remain his
possession of this land and premises aforesaid and have the full
thrust to them own use until default of payment be made
either in the whole, or in part of the said bonds, so true & even
are, and then upon this entitling that he the said William St. Nicholson
his heirs &c. shall and will do soon after the happening such default
of payment as the said John Owen his heirs or assigns may require, in
the said tract of land and premises to the highest bidder for
money at public auction after having given thirty days written
by advertisement to beset up at the most public place in
the neighbourhood, and at the courthouse previous to the day of
sale, and out of the money arising from such sale, after satisfying all
expenses attending said sale pay to the discharge of the said debt to
sum hundred dollars, or any part thereof which shall still remain unpaid
and the balance, if any, shall pay to the said James Ellis his heirs
Executors, Administrators and assigns. But if the whole amount of this said
debt be paid as the several bonds become due, with lawful interest