

Account of sales
recorded page 130

The principal to be paid on the first day of March 1855, or at any time after the death of the said Henning T. Smith, should such event occur at an earlier period: the said debt due by him bearing date October 28th 1850, which debt with the legal interest thereon accruing to the said Henning T. Smith is willing and desirous to assume. Now this indenture witnesses that for and in consideration of the premises and also for the further consideration of one dollar to the said Henning T. Smith in hand paid by the said Edwin Smith at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, he the said Henning T. Smith hath given, granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents doth give, grant, bargain sell, alien, enfeoff, release, and confirm to the said Edwin Smith his heirs and assigns forever the following negro slaves viz: Man Elias, Man Tom, Woman Mary, and two children, Margaret & Ediza, two boys, and two children, Goodwin and Fanny, boy Albert, boy Simon and boy Lewis, together with the future increase of the female part thereof. To have and to hold the said hereby granted negro slaves with the future increase of the female part thereof, unto the said Edwin Smith, his heirs, executors, administrators and assigns forever. And the said Henning T. Smith for himself, his heirs, executors & administrators and assigns, doth hereby covenant, promise and agree to and with the said Edwin Smith his heirs and assigns forever, in manner and form following, that is to say, that the said Henning T. Smith his heirs the aforesaid negro slaves, with the future increase of the female part thereof, unto the said Edwin Smith his heirs, executors, administrators and assigns against all persons whatsoever, shall and will warrant and forever defend by these presents. Upon Trust Nevertheless, that the said Edwin Smith his heirs and assigns shall permit the said Henning T. Smith to remain in quiet peaceable possession of the said negro slaves and take the profits thereof to his own use until default be made in the payment of the said sum of four thousand seven hundred and forty one dollars and forty cents either in the whole or in part or in the interest due thereon if remaining unpaid after the expiration of twelve months, and then upon this further trust that the said Edwin Smith his heirs, executors and administrators shall and will so soon after the happening of such default of payment may think proper or the said Sarah J. Smith her heirs, executors and administrators shall request, sell the aforesaid negro slaves, and the increase of the female part thereof on so many of the said slaves as he shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having given the time and place thereof in some newspaper published in Virginia, and also notified the same by advertisement near the present residence of the said Henning T. Smith. And out of the monies arising from such sale, shall, after satisfying the charges thereof, pay to the said Sarah J. Smith her heirs, executors, administrators and assigns the debt above mentioned with the interest due thereon, and the balance, if any, pay to the Henning T. Smith his heirs and assigns. But if the whole of the said debt shall be fully paid off to the said Sarah J. Smith her heirs, executors, administrators or assigns, within the time specified, so that no default of payment be made, then this indenture to be void or else to remain in full force and virtue. In witness whereof, the parties to these presents have

Examined
Bishop
to } F.D.
Hindes & others
Trustee
Released
Recorded page 130
1855.

have
above
Signed
delivered
Test
This
of the
said
Examiners
This
right
the
for
in
the
Long
Treasurer
Inde
cease
three
before
payable
to
the
said
to be
by the
said
one
is also
December
is also
three
whereas
the sum
which was
the said
and the
on demand
Bishop is
thereabout
the year
6. Sept 1855
was on