

Subj<sup>d</sup> of these presents, the receipt whereof is hereby acknowledged, in the said  
 Newt E. Johnson hath given, granted, bargained, sold, alienated, infof<sup>d</sup>, released,  
 and confirmed and by these presents doth give, grant, bargain, sell, alienate,  
 infof<sup>d</sup>, release and confirm to the said Mills L. Gray his heirs and assigns forever,  
 all that tract or parcel of land lying and being in the county of Southampton in the state of  
 Virginia, containing 128 acres be the same more or less as follows, to wit by the  
 lands of Jacob Bowes, the lands of John R. Egant, deceased, Henry Bowes deceased, with all and singular  
 the appurtenances to the said tract or parcel of land belonging or in any wise appur-  
 tenancing, and all the right, title, interest of the said Newt E. Johnson in and to  
 the said granted or intended to be hereby granted tract or parcel of land  
 and premises. To have and to hold the said hereby granted or intended  
 to be hereby granted tract or parcel of land and premises with its appur-  
 tenances unto the said Mills L. Gray his heirs, executors, administrators  
 and assigns forever to the only stopper use and behoof of the said  
 Mills L. Gray his heirs, executors, administrators and assigns forever.  
 And the said Newt E. Johnson for himself his heirs, executors, and  
 administrators, doth hereby covenant, promise and agree to and with the  
 said Mills L. Gray his heirs, executors, administrators and assigns for  
 ever in manner and form following, that is to say: that the said Newt  
 E. Johnson his heirs, executors, and administrators, the aforesaid tract or parcel  
 of land and premises with their appurtenances unto the said Mills L.  
 Gray his heirs, executors, administrators and assigns against all persons  
 whatsoever shall and will warrant and forever defend by these presents  
 upon trust worthle<sup>s</sup>, that the said Mills L. Gray his heirs, executors,  
 and administrators shall permit the said Newt E. Johnson to remain in  
 quiet and peaceable possession of the said tract or parcel of land  
 and premises with its appurtenances and take the profits thereof  
 to his own use until default be made in the payments, and then  
 upon this further trust that he or the survivor of him or the heirs  
 executors, administrators or assigns of such survivor, shall and will so  
 soon after the happening of such default of payment as how the  
 survivor of him or the heirs, executors, administrators or assigns may  
 think proper or the said Edward Beaton & Henry Cook their  
 executors, administrators or assigns shall request, sell the said tract  
 of land and premises as the trustee shall think sufficient for the  
 purpose and shall think proper to sell to the highest bidder  
 for cash at public auction after having fixed the time and place  
 of sale and giving twenty days notice thereof by advertisement  
 to be set up at the door of the Courthouse of Southampton County  
 and other necessary places on some court day previous to the day  
 of sale and out of the monies arising from such sale shall first  
 satisfying the charges thereof and all other expenses attending the same  
 pay to the said Edward Beaton and Henry Cook their executors,  
 administrators the said sum of two hundred of eighty six dollars  
 & 93 cents and the balance, if any, shall pay to the said Newt E. Johnson  
 his heirs, executors, administrators or assigns, but if the whole of the said sum of  
 two hundred of eighty six dollars and 93 cents shall be fully paid  
 off and discharged to the said Edward Beaton & Henry Cook their  
 executors, administrators or assigns on or before the 4<sup>th</sup> day of October  
 1853, so that no default of payment of the said sum of \$286.93 cents  
 then this indenture to be void or else to remain in full force and virtue.  
 In witness whereof, the said parties to these presents have hereunto set their  
 hands and affixed their seals, the day and year first above written  
 sealed and delivered  
 in presence of

Newt E. Johnson *R. E. J.*  
 wife

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