

Inchompton County. In the Clerk's Office, May 15th 1858.
This Deed of Bargain and Sale was acknowledged by Alfred Gunder, agent, then
and Sarah Gunder, his wife, also a party thereto, appeared before me, Clerk,
and being examined by me privately and apart from her husband and having the said
Deed or writing fully explained to her, she acknowledged the same to be her act
and declared that she had executed it willingly and does not wish to retract
it; whereupon the said deed was admitted to record.

Test.

W. Edwards, Clerk.

Murfee
& 3 Bfs.
W. Edwards.

1859 July 26
original of same
del'd to Capt
Burling for
grantee.

This Deed made this 13th day of April in the year one thousand eight hundred and fifty
Eight between William Murfee of the first part and Thomas D. Blount, D. L.
Thomson, Abram Biddick, Augustus Holley, John W. Keeling and Robert
Dickson of the second part, White Sulphur; that the said William Murfee in consid-
eration of the sum of five hundred Dollars to him in hand paid by the parties of the second part
and for diverse other good and lawful considerations, Do grant unto the parties of
the second part the right and privilege of a landing or easement for the landing of the
Steamers, Culkers and Slog and any and all Steamers that may be run by said parties
of the second part or their assigns on the Blackwater River at the old landing
place for Franklin Depot on said River together with the full and exclusive right
to control and prevent the landing of any other Steamers or vessel whose landing may
in their opinion conflict with their interests as navigators and common carriers on Black-
water river at or on the landings, shores and riverbanks of said river now in possession
of the said parties of the first part, from the land on line of Richard Bennett near
the old landing to the land on line of Beans & Council. And also a right of
way for a Rail Road or any other track to be used for the transportation of
freight and passengers, twenty feet in width thro' the lands of the party of the first
part from the old landing place for Franklin Depot aforesaid to the line selected
by the parties of the second part to the line of the Seaboard and Roanoke Rail
Road, the location of said right of way to be at the election of the parties of
the second part or their assigns and also the use and privilege of as much land
not exceeding ^{not more than} three rights of an acre north of his In. house at about an appa-
rent to the old landing place for Franklin Depot aforesaid to be selected by the
parties of the second part or their assigns as their business as navigators and
common carriers on Blackwater River may require at the landing place with
general warranty. But under and upon the express condition that the parties
of the second part or their assigns must their Steamers or Steamers aforesaid
or some other Steamers to the aforesaid old landing otherwise than the Estates
Bassments, rights, and privileges hereby granted shall cease and forever determine
and the same revert to the party of the first part their heirs or assigns.
The party of the first part also covenants that in the event of the parties of
the second part or their assigns may lay a track and afterwards deem it
expedient to change the location of said track they are privileged to
do so through any of his lands between the two aforesaid points having the
right to claim only same rights and privileges as before granted.
Witness the following signatures and seal

W. Murfee

Ex L S
County
May 2