

Southampton County. In the Clerk's Office, June 6<sup>th</sup> 1860.  
 This Deed of Bargain and Sale was proved, and to Robert T. Blount, Esq.  
 Clerk, by the oaths of Thomas S. Briggs and Jas. R. Tyler, the undersigned  
 witnesses thereto, and was acknowledged by E. J. Drivell and Henry H. Hester,  
 also parties thereto, and admitted to record.  
 Teste, R. T. Blount, Clerk.

This deed made this 14<sup>th</sup> day of March, eighteen hundred and sixty, between Edwin  
 B. Clend and Martha his wife of the one part and James H. Hardee of the other  
 part, witnesses, that the said grantors do grant unto the said James H.  
 Hardee the following property, A tract of land situated in the County of Southampton  
 containing seven hundred and eighty six acres (more or less) bounded on the west end  
 and south by James Drury's Mill pond, and west by the lands of Jesse B. Clend  
 negro man Daniel, Had, Henry, Hany and Elizabeth, John, Linda, Dick,  
 Annis together with their increase. In trust to indemnify the following securities  
 Thos. R. Powell, Joseph W. Clend, Joseph H. Drivell, to alone and Thos. M.  
 A. Brown for Fifteen hundred dollars due Jan'y 1. 1860. W. D. Barkum Security  
 to at hand due George A. Musgrave for two hundred and twenty five dollars due in  
 June 1858, W. D. Barkum, Joseph W. Clend, Thos. R. Powell and Joseph  
 H. Drivell Securities to at hand due Benjamin D. Pope for twenty five hundred  
 dollars on demand 14<sup>th</sup> day of March 1860 and the same persons J. R.  
 Powell, W. D. Barkum, Joseph W. Clend and Jos. H. Drivell Securities to a  
 bond due Helen D. Turner for Twelve hundred twenty nine dollars and twenty  
 four cents on demand 17<sup>th</sup> March 1860, the said James H. Hardee further  
 upon notice from either of the said securities shall sell at public auction  
 after giving due notice of the time & place of sale, for each the above  
 described property, or so much as may be necessary to pay the costs of  
 this trust and to save harmless all the securities before mentioned. Should  
 the property be insufficient to pay off the debts they are to be paid  
 pro rata. The said Edwin B. Clend and Martha his wife do covenant  
 with the said James H. Hardee to warrant generally the property hereby  
 conveyed.

E. B. Clend  
 Martha Clend  
 James H. Hardee

State of Virginia  
 Southampton County & Town;

We, John C. Briggs and Don. B. Brindley, Justices of the peace for the County  
 aforesaid, do certify that Martha Clend, the wife of Edwin B. Clend whose  
 names are signed to the within hereto annexed Bargain & Sale 17<sup>th</sup> March 1860  
 personally appeared before us in the County aforesaid and being examined sep-  
 arately and apart of her husband and having the within fully explained to  
 her, she, the said Martha Clend acknowledged the said writing to be her act  
 and deed and declared that she had willingly executed the same and does not  
 wish to retract it. Given under our hands, this 21<sup>st</sup> day of May 1860. J. D.  
 Don. B. Brindley, J. P.  
 John C. Briggs, J. P.

1866 Aug 20  
 Exp. 2. page.  
 del. to Jos  
 H. Drivell