

This agreement made this 12th day of February, in the year 1867, between E. Calhoun Barrett of the first part and Rufus E. Darden of the second part, Witnesses, as follows:—
Whereas the Circuit Court of Southampton County, at the May term thereof, in the year 1866, in a suit now pending therein, the style of which is "Hammitt & Co. Executors vs. Elijah Joyner's adm^r," did make and enter a decree, in which among other things, it is ordered that Samuel Kello Sheriff of the said County, be appointed a special Commissioner to sell, at public auction, the tract of land with all the buildings and privileges thereto attached or belonging, commonly known as "Joyner's Store", which said tract of land is supposed to contain about eighty-two acres, more or less, lying in the County aforesaid and is the land on which the said Elijah Joyner resided at the time of his death; and the said Kello did, either at the last September or October term of the County Court of the said County (at which of the said terms it is not now remembered with certainty, but it is believed to have been at the September Term) sell the said real estate, at public auction, and the said E. C. Barrett became the purchaser thereof, for the sum of three thousand and twenty-five dollars, of which said sum the said purchaser paid about one hundred and fifty-six dollars in cash, and executed his bond, with certain sureties thereto for the remainder of the purchase money, to wit, for about the sum of twenty-eight hundred and sixty-nine dollars, on demand and payable twelve months from the date of the said bond, but bearing interest from the date thereof; the title to which said real estate, was, according to the directions of the said decree of the said Circuit Court, to be retained by the said Commissioner till the whole of the said purchase money was paid, or the further order of the said Circuit Court.

Now this agreement Witnesseth, that the said Barrett, has, this day bargained and sold the whole of the said real estate to the said Darden, with all the buildings and privileges thereto in any manner belonging or pertaining, which were so purchased by the said Barrett as aforesaid, for the same sum of three thousand and twenty-five dollars of which said sum the said Darden has paid the said Barrett one hundred and fifty-six dollars and executed his bond to the said Barrett for the balance of the purchase money, to wit, twenty-eight hundred and sixty-nine dollars on demand and payable on the same day on which the bond executed by the said Barrett to the said Commissioner is on demand and payable and bearing interest from the same day of the said Barrett's bond. It is agreed by the parties hereto that the said Darden shall pay the amount of his said bond executed to the said Barrett, when the same may fall due, to the said Kello, Commissioner as aforesaid, in order that the same may go to the perfecting of the title of the said Darden to the said real estate; And the said Kello is thence to make and execute a deed for the said real estate to the said Darden instead of to the said Barrett; and such payment of the said bond to the said Kello, shall be full satisfaction and payment of the same, notwithstanding it may be made payable to the said Barrett.

And it is further agreed and understood by the parties hereto and so covenanted, that if the said Samuel Kello Commissioner as aforesaid, shall obtain judgment and due out an execution upon the bond executed to him by the said Barrett and his sureties, before the said Darden shall have paid to him, the said Kello, the amount of the bond so executed to the said Kello by the said Barrett, then and that event, the said Darden shall return and restore full and entire possession of the whole of the said real estate to the said Barrett; and the said Barrett is to sell the said real estate at public auction, having duly advertised the same at six public places in the said County, and in some Newspaper published in the City of Norfolk or Portsmouth, for thirty days preceding the sale, and out of the proceeds pay the said execution, and the balance, if any, pay to the said Rufus E. Darden. But should the said real estate, not sell for sufficient to satisfy the said execution, the said Barrett is not to be deprived his usual right of action for breach of covenant against the said Darden. And the said Barrett has the right to bring suit on the said Darden's bond for the benefit of the said Kello, Commissioner as aforesaid. And the said Darden is allowed and privileged to take immediate possession of the said real estate, to enjoy and use the same, but not to move any of the buildings or injure the said real estate or any part thereof except such as may result from the legitimate and proper use.

Witness the following signatures and seals—

E. Calhoun Barrett (Seal)
Rufus E. Darden (Seal)

Delivered to
Recorder

Records E.
Delivered to
J. J. Darden