

as aforesaid, is directed to collect the said sum of money due by the said Joseph G. Cummings, and make to him a Deed for the said property, with special warranty in its usual form. And whereas the said Joseph G. Cummings has paid the said sum of money and all interest due thereon, all now amounting to the sum of Sixty three dollars and Ninety eight cents. This Deed therefore made this 16<sup>th</sup> day of December one thousand eight hundred and Sixty seven, between the said Samuel Kellogg, Sheriff as aforesaid, of the one part, and the said Joseph G. Cummings of the other part, witnesseth that the said Samuel Kellogg, Sheriff as aforesaid in consideration of the sum of Sixty three dollars and Ninety eight cents paid as aforesaid and in execution of said last named Deed, doth grant with special warranty unto the said Joseph G. Cummings, and to his heirs and assigns forever, the Land sold and described as aforesaid, with all the rights privileges and appurtenances belonging to the same.

Witness the following Negotiations and Deed.

Samuel Kellogg, Sheriff & Commr. (Seal)

Southern County: In the Clerk's Office, December 16<sup>th</sup> 1867,  
This Deed of bargain and Sale from Samuel Kellogg, Sheriff to Joseph G. Cummings, was this day received and acknowledged by the said Samuel Kellogg, Sheriff to be his act and deed and admitted to record Stamps of the Internal revenue of the United States to the amount of Fifty cents being affixed thereto and duly Cancelled.

S. R. Edwards, C. C.

Examined and delivered to  
March 18<sup>th</sup> 1868

Whereas by a Decree of the Circuit Court of Southampton County pronounced on the 2<sup>d</sup> day of May 1866, in a Chancery cause therein pending wherein Hester & others are the plaintiffs and Wm. N. Saufley & others are Defendants, it was decreed and ordered that Samuel Kellogg, Sheriff of Southampton County should to sell before the Court house door of said County, on some Court day, on a credit of twelve months with interest from date, (except for costs of sale and reasonable attorneys fees to plaintiff & deft) after giving at least twenty days notice of such sale by advertisement at the Court house door of said County and at four other public places in said County, the lands of which said Elizabeth Rogers deile proposed and not theretofore sold - and among which is the following to wit: A tract of land in Southampton County containing four hundred and Six acres, + a half, more or less, and adjoining the lands of B. J. Bryan + others, and is called the Lewis Wood tract - and the said Samuel Kellogg Sheriff as aforesaid was by said decree directed to take bond and good security for the purchase money, and to withhold the title to said lands till the further order of the Court. And whereas in obedience to the said Decree the said Samuel Kellogg as Sheriff proceeded to advertise the said property in the manner directed, and did on the 17<sup>th</sup> day of September 1866, being Court day, before the Court house door of said County, sell at auction, on the terms aforesaid the said property above described, and at such sale, Wm. N. Saufley became the highest bidder and purchaser at