

Washington County - This Deed is Affid September 28th 1871.

This Deed of Debtor from William Copeland to C. E. Vaughan was this day recd and with the certificate above annexed, admitted to record.

Test, 28th Edwards Co.,

This Indenture made on the 28th day of July one thousand eight hundred and twenty one thousand Amos Copeland and Sonja Copeland his wife, of the County of Washington and state of Virginia, on the first part and Joseph E. Hamer of the County of Hampshire and State of Virginia on the second part, and T. D. Hindman of the County of Sheriff and State of North Carolina, on the third part, witnesseth that whereas the said Amos Copeland and Sonja his wife, is fully indebted to the said T. D. Hindman, in the sum of three hundred dollars (\$300) as on reference to a certain bond, or note bearing and due date with the same wherein Esau Rippy, John A. Copeland and Dennis Copeland are the co-accused, and also the said Amos Copeland is it hereby agreed, to secure the payment of said debt, hereinafter the indenture witnesseth, that for and in consideration of the premises, together with the full consideration of the sum of two dollars to the said Amos Copeland in hand paid by the J. E. Hamer the receipt whereof is hereby acknowledged in full, to the said Amos Copeland and his wife Sonja, both granted, bargained, sold and by these presents do grant, buy and sell unto the said J. E. Hamer a certain tract of land, lying and being in the County of Washington and State of Virginia, and bounded as follows: Beginning on the east by the land of J. E. Hamer, on the west by J. E. Hamer, the Leonard Cook and Clegg farms, and west the National Schools tract; and south by the State line containing two hundred and six acres to be the same more or less; to have and to hold the said lands and farms as all and singular the tenements, hereditaments, works, ways, waters, mines, minerals, informed unto, saved, profits, remained, now, past, and to come, and opportunities therin belonging or in any wise appertaining to him. So said J. E. Hamer his heirs, executors and administrators, in fee simple forever, free and discharged of any and all encumbrances whatsoever, in full trust and confidence, moreover, that the said J. E. Hamer shall and will hold the same as aforesaid to the uses and intents following and no other; that is to say, that if he apply the same to the uses and intents following and no other; that is to say, that if he applied the debt and every part thereof together with the interest that may have accrued and accrued, shall not be fully paid off and satisfied on or before the 1st day of August next, thousand eight hundred and twenty eight (1878) then and in that case it shall be left and shall be the duty of the said J. E. Hamer being then and there required by the said J. D. Hindman, having first advised the same at the Court house in the Town of Junction, and shall be publicly placed under the County of Hampshire, for the space of twenty days, to wit from the said Sunday and previous, at public auction to the highest bidder for ready money, and every sum, by justice and sufficient appearance to the satisfaction, and out of the proceeds so many and as many, from said sale to attend all the necessary expenses of this transaction, then pay off and discharge the said debt, and interest or such a part thereof as shall remain unpaid at the time of said sale, and the surplus (if any) he shall truly and faithfully return to the said Amos Copeland, his executors and administrators. And it is further covenanted and agreed by and between all the parties to these presents, that in the meantime, that is to say from the date hereof until the said first day of August 1878 the said Amos Copeland, shall be privileged and entitled to live on the said lands and farms, and there use and occupy, and have, and profit, and every part thereof, to his own use and benefit. And if at any time before the date of the property, the said Amos Copeland shall pay off and satisfy the aforesaid debt and interest, together with all necessary expenses, hereby incurred, then in that case, the indenture, and every part thereof, shall be utterly void and of no effect, otherwise, to remain in full force. In testimony whereof, the said parties to these presents do hereunto set their hands and seals the day and date above written -

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