

The Ord of Spd. made this 1st day of June 1852, between Richard H. Noyes and Caroline R. Noyes, his wife, grantors of the first part, and Daniel C. Noyes, Deutor, of the second part, and Daniel C. Noyes, Deutor for the Defendant, of David D. Nicholson dec^d: of the third part, Sheweth, That the said Richard H. Noyes and Caroline R. Noyes his wife, doth grant unto the said Deutor, a certain lot of land, and all the appurtenances thereto, situate among the town of South Hampton, lying in the town of South Hampton, bounded on the North and East by the lots and lands of David D. Nichollet, and South and West by the street of the said town, containing by illustration 1/2 of an acre, more or less, to be held, in fee, to secure a certain bond of said Deutor, which said bond, for One hundred and five dollars and twenty five cents, (Past due) executed by Daniel C. Noyes, which is for the benefit of the Defendant, children of David D. Nicholson dec^d: And it is hereby stipulated and agreed, that the said Daniel C. Noyes shall pay the interest on the said bond annually, on the 1st day of July, or the 1st day of August, and if the said Richard H. Noyes shall at any year fail to pay the same, then the said Deutor, after having notice of the time and place of sale, shall sell the above named lot for cash, and after paying the said bond and all interest due thereon, and expenses of sale, including the Deutor's legal commission, pay over the residue to the said Richard H. Noyes or his legal representative. And the said Richard H. Noyes and wife do hereby warrant the title to the said lot of land generally, to the said Deutor, as aforesaid. And the said Richard H. Noyes and wife do hereby covenant and agree further with the said Deutor, that they will keep the same and said lot insured in some reliable Company for at least three hundred dollars, and pay the insurance accordingly regularly, and that their failure at any year, shall be such a breach of this covenant and duty, that the said Deutor may sue for the same, with the said interest and cost, and the costs before mentioned. At witness of all which, the parties have hereunto set their hands and seals, the day and year above written.

R. H. Noyes
Caroline R. Noyes

Southampton County: Doth the Clerk of the Peace S^d Noyes, Dep^y Clerk of Court, from Richard H. Noyes and Caroline R. Noyes his wife to David D. Nicholson dec^d: for the benefit of Daniel C. Noyes, Deutor for the Defendant, children of David D. Nicholson dec^d: and this day received, and acknowledged by said R. H. Noyes to be his act and deed. And the said Daniel C. Noyes the wife of the said Richard H. Noyes, personally appeared before me in my office aforesaid, and being examined by me privately and apart from her husband, and having the writing aforesaid, freely explained to her. So the said Caroline R. Noyes acknowledged the said writing to be her act and deed, and that she had willingly executed the same and does not wish to retract it.

Whereupon the said Deutor is awarded to recover.

Subs.

E. L. Edwards C. C.

The Ord made this 1st day of June 1852, between Richard H. Noyes and Caroline R. Noyes his wife, grantors of the first part, and Daniel C. Noyes, Deutor, of the second part, and Daniel C. Noyes, Deutor for the Defendant, of David D. Nicholson dec^d: of the third part, Sheweth, That the said Richard H. Noyes and Caroline R. Noyes his wife, doth grant unto the said Deutor, a certain lot of land, and all the appurtenances thereto, situate among the town of South Hampton, lying in the town of South Hampton, bounded on the North and East by the lots and lands of David D. Nichollet, and South and West by the street of the said town, containing by illustration 1/2 of an acre, more or less, to be held, in fee, to secure a certain bond of said Deutor, which said bond, for One hundred and five dollars and twenty five cents, (Past due) executed by Daniel C. Noyes, which is for the benefit of the Defendant, children of David D. Nicholson dec^d: And it is hereby stipulated and agreed, that the said Daniel C. Noyes shall pay the interest on the said bond annually, on the 1st day of July, or the 1st day of August, and if the said Richard H. Noyes shall at any year fail to pay the same, then the said Deutor, after having notice of the time and place of sale, shall sell the above named lot for cash, and after paying the said bond and all interest due thereon, and expenses of sale, including the Deutor's legal commission, pay over the residue to the said Richard H. Noyes or his legal representative. And the said Richard H. Noyes and wife do hereby warrant the title to the said lot of land generally, to the said Deutor, as aforesaid. And the said Richard H. Noyes and wife do hereby covenant and agree further with the said Deutor, that they will keep the same and said lot insured in some reliable Company for at least three hundred dollars, and pay the insurance accordingly regularly, and that their failure at any year, shall be such a breach of this covenant and duty, that the said Deutor may sue for the same, with the said interest and cost, and the costs before mentioned. At witness of all which, the parties have hereunto set their hands and seals, the day and year above written.

Southampton County
S. D. Noyes
do hereby certify that the above is a true and correct copy of the original of the said Deed.

Southampton County
The Ord of Spd. made this day received and acknowledged by

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Virginia, Southampton County
do hereby certify that the above is a true and correct copy of the original of the said Deed.