

(Continued)

This Deed made the first day of January in the year of our Lord one thousand eight hundred and thirty six, between John Sweeney, residing in Southampton County, Virginia, grantor, of the first part, and Nathan Edwards, of the same county and State, claimant of the second part, witnesses: that the said John Sweeney doth give and convey, with guarantee warranty, unto the said Nathan Edwards, he, he, he, the following real property, to wit: a certain tract or parcel of land, lying in the said County of Southampton, State of Virginia, and bounded as follows: to wit: the North by the land of John Duggins and James Coggelate, East by the land of James Coggelate and Eldrick Boyett, South by the land of Eldrick Boyett and the tract of land known as the Hafford land, and West by the road leading from Smiths Ferry to Smiths Ferry, containing by estimation five hundred and twenty acres more or less, it being the tract of land purchased by deed of Benjamin and Josiah C. Gray or alias: said purchase money due, and divided as follows: first half dated January 15, 1835, each, and payable with interest one dollar and four cents after date, and the balance of each half land, long three hundred thirty seven and 25/100 dollars (\$337.25) and due at appraisement, each said Benjamin and Josiah: and, whenever the said Sweeney shall fail to pay any one of the said bonds above it falls due it shall be the duty of the said Nathan Edwards, or his lawful assigns, to proceed to sell said land at public auction or such time as the purchasers or this deed may think expedient, however, that the said Sweeney may dispute whether any amount in each of the payments of the purchase money and interest of said shall be for cash or as a credit, and after paying to said purchasers, to wit: Benjamin, Coggelate and Gray such amount, after deducting lawful expenses of said sale including five per centum on and said to be paid said bonds, as may be necessary to pay the said purchase money or a sum of money at various periods on day of sale, said amount to be determined by ascertaining the amount that would be due on said bonds, if they were all payable on day of sale, which said amount or purchase money shall be paid unto said Benjamin, Coggelate and Gray or their assigns or lawful representatives, and the remainder of purchase shall be paid unto the said John Sweeney or alias: And the said John Sweeney hereby binds himself a surety perfect title to said land.

Witness the following signatures and seals:

State of Virginia,
Southampton County, 3 to wit:

I, Wm. Rade a Justice of the Peace in and for the County aforesaid, do certify that John Sweeney whose name is signed to the within above bearing date the 1st day of January 1836 has this day personally appeared before me in my capacity, and acknowledged the same to be his act and deed.

April 6th 1838

J. W. Rade J. P.

Southampton County, to the Clerk of the Court of said County, to wit: John Sweeney, of the first part, and Nathan Edwards, of the second part, witnesses: that the said John Sweeney doth give and convey, with guarantee warranty, unto the said Nathan Edwards, he, he, he, the following real property, to wit: a certain tract or parcel of land, lying in the said County of Southampton, State of Virginia, and bounded as follows: to wit: the North by the land of John Duggins and James Coggelate, East by the land of James Coggelate and Eldrick Boyett, South by the land of Eldrick Boyett and the tract of land known as the Hafford land, and West by the road leading from Smiths Ferry to Smiths Ferry, containing by estimation five hundred and twenty acres more or less, it being the tract of land purchased by deed of Benjamin and Josiah C. Gray or alias: said purchase money due, and divided as follows: first half dated January 15, 1835, each, and payable with interest one dollar and four cents after date, and the balance of each half land, long three hundred thirty seven and 25/100 dollars (\$337.25) and due at appraisement, each said Benjamin and Josiah: and, whenever the said Sweeney shall fail to pay any one of the said bonds above it falls due it shall be the duty of the said Nathan Edwards, or his lawful assigns, to proceed to sell said land at public auction or such time as the purchasers or this deed may think expedient, however, that the said Sweeney may dispute whether any amount in each of the payments of the purchase money and interest of said shall be for cash or as a credit, and after paying to said purchasers, to wit: Benjamin, Coggelate and Gray such amount, after deducting lawful expenses of said sale including five per centum on and said to be paid said bonds, as may be necessary to pay the said purchase money or a sum of money at various periods on day of sale, said amount to be determined by ascertaining the amount that would be due on said bonds, if they were all payable on day of sale, which said amount or purchase money shall be paid unto said Benjamin, Coggelate and Gray or their assigns or lawful representatives, and the remainder of purchase shall be paid unto the said John Sweeney or alias: And the said John Sweeney hereby binds himself a surety perfect title to said land.

John Sweeney

Witness
Nathan Edwards

This Deed made the first day of January in the year of our Lord one thousand eight hundred and thirty six, between John Sweeney, residing in Southampton County, Virginia, grantor, of the first part, and Nathan Edwards, of the same county and State, claimant of the second part, witnesses: that the said John Sweeney doth give and convey, with guarantee warranty, unto the said Nathan Edwards, he, he, he, the following real property, to wit: a certain tract or parcel of land, lying in the said County of Southampton, State of Virginia, and bounded as follows: to wit: the North by the land of John Duggins and James Coggelate, East by the land of James Coggelate and Eldrick Boyett, South by the land of Eldrick Boyett and the tract of land known as the Hafford land, and West by the road leading from Smiths Ferry to Smiths Ferry, containing by estimation five hundred and twenty acres more or less, it being the tract of land purchased by deed of Benjamin and Josiah C. Gray or alias: said purchase money due, and divided as follows: first half dated January 15, 1835, each, and payable with interest one dollar and four cents after date, and the balance of each half land, long three hundred thirty seven and 25/100 dollars (\$337.25) and due at appraisement, each said Benjamin and Josiah: and, whenever the said Sweeney shall fail to pay any one of the said bonds above it falls due it shall be the duty of the said Nathan Edwards, or his lawful assigns, to proceed to sell said land at public auction or such time as the purchasers or this deed may think expedient, however, that the said Sweeney may dispute whether any amount in each of the payments of the purchase money and interest of said shall be for cash or as a credit, and after paying to said purchasers, to wit: Benjamin, Coggelate and Gray such amount, after deducting lawful expenses of said sale including five per centum on and said to be paid said bonds, as may be necessary to pay the said purchase money or a sum of money at various periods on day of sale, said amount to be determined by ascertaining the amount that would be due on said bonds, if they were all payable on day of sale, which said amount or purchase money shall be paid unto said Benjamin, Coggelate and Gray or their assigns or lawful representatives, and the remainder of purchase shall be paid unto the said John Sweeney or alias: And the said John Sweeney hereby binds himself a surety perfect title to said land.

1st day of May

State of Virginia,
County of Southampton

For the County aforesaid, I, the undersigned, do hereby certify that the within above bearing date the 1st day of January 1836 has this day personally appeared before me in my capacity, and acknowledged the same to be his act and deed.

Southampton County, to the Clerk of the Court of said County, to wit: John Sweeney, of the first part, and Nathan Edwards, of the second part, witnesses: that the said John Sweeney doth give and convey, with guarantee warranty, unto the said Nathan Edwards, he, he, he, the following real property, to wit: a certain tract or parcel of land, lying in the said County of Southampton, State of Virginia, and bounded as follows: to wit: the North by the land of John Duggins and James Coggelate, East by the land of James Coggelate and Eldrick Boyett, South by the land of Eldrick Boyett and the tract of land known as the Hafford land, and West by the road leading from Smiths Ferry to Smiths Ferry, containing by estimation five hundred and twenty acres more or less, it being the tract of land purchased by deed of Benjamin and Josiah C. Gray or alias: said purchase money due, and divided as follows: first half dated January 15, 1835, each, and payable with interest one dollar and four cents after date, and the balance of each half land, long three hundred thirty seven and 25/100 dollars (\$337.25) and due at appraisement, each said Benjamin and Josiah: and, whenever the said Sweeney shall fail to pay any one of the said bonds above it falls due it shall be the duty of the said Nathan Edwards, or his lawful assigns, to proceed to sell said land at public auction or such time as the purchasers or this deed may think expedient, however, that the said Sweeney may dispute whether any amount in each of the payments of the purchase money and interest of said shall be for cash or as a credit, and after paying to said purchasers, to wit: Benjamin, Coggelate and Gray such amount, after deducting lawful expenses of said sale including five per centum on and said to be paid said bonds, as may be necessary to pay the said purchase money or a sum of money at various periods on day of sale, said amount to be determined by ascertaining the amount that would be due on said bonds, if they were all payable on day of sale, which said amount or purchase money shall be paid unto said Benjamin, Coggelate and Gray or their assigns or lawful representatives, and the remainder of purchase shall be paid unto the said John Sweeney or alias: And the said John Sweeney hereby binds himself a surety perfect title to said land.