

This Indenture made this 11th day of November in the year eighteen hundred and four, between William B. Ware of the County of Amherst of the one part & Nathl. Ware of the same County of the other part, Witnesseth: that the said Nathl. Ware for & in consideration of the quantity of forty four thousand four hundred & sixty pounds eight mite unpecked Crop Tobacco, to him in hand paid by the said Nathl. Ware with the receipt whereof is hereby acknowledged, hath granted, bargained & sold, & by these presents, doth grant, bargain & sell to the said Nathl. Ware & his heirs, a certain Tract or parcel of Land lying & being on Cattle creek, in the County of Amherst, containing by survey six hundred & sixty four acres be the same more or less, it being part of a larger Tract formerly owned by Nicholas Cabell deed, and bounded as follows, viz. Beginning at point in David S. Garland's line near the East corner of an old field which lies to the South East, of what is commonly called the thoroughfare, and running thence North sixty two degrees East three hundred eighty poles to a white oak, thence North sixty degrees thirty minutes West three hundred forty poles to a gum & point, thence North forty seven degrees West fifty two poles to point on the South branch of Cattle creek, thence up the creek as it meanders two hundred & twenty two poles to point, thence South two degrees East seventy poles to a white oak, thence South eighty four degrees West eighty four poles to a poplar thence South seventy eight degrees thirty minutes West seven poles to point, thence South sixty one degrees East forty four poles to a chestnut oak, thence seventy two degrees East seventy poles to point, thence South twenty five degrees East thirty six poles to point, thence North eighty degrees East forty poles to a fallen down red oak, thence South eighty three degrees East twenty six poles to point, thence South twenty six degrees East one hundred fifty seven poles to the Beginning: to have & to hold the said bargained & sold land & premises with all its appurtenances, to him the said Nathaniel Ware his heirs & assigns forever; to the only use & behoof of him the said Nathaniel Ware his heirs & assigns: and the said Nathl. Ware for himself his heirs, execs & assigns, doth covenant, promise & agree to and with the said Nathl. Ware & his heirs, that he the said Nathl. Ware & his heirs will forever warrant & defend the title of the said bargained & sold land & premises, to him the said Nathl. Ware his heirs & assigns from & against the claim of demand of all persons whomsoever. In witness whereof the said Nathl. Ware hath hereunto subscribed his name & affixed his seal, the day & year first above written.

signed, sealed & delivered
in the presence of

Wm. Ware Seal

At a Court held for Amherst County the 17th day of June 1805.

This Deed was acknowledged in open Court by Wm. Ware party thereto & ordered to be recorded.

Teste

This Indenture made this 13th day of April in the year of our Lord one thousand eight hundred and five, between James Ware of the County of Amherst of the one part and Adamson Berry of said County of the other part, whereas the said Adamson Berry by his bond or obligation duly executed bearing date 13th April eighteen hundred and five stands bound to David and James Garland, in the penal sum of eighteen pounds one shilling and ten pence current money of Virginia with a condition for the payment of nine pounds and ten pence like money with interest from this date till paid at the rate of Six p Cent per Annum. Now this Indenture witnesseth that the said Adamson Berry in consideration of the debt or sum of money due as aforesaid by the said A. Berry to the said David and James Garland and for the better securing the payment thereof to said David & James Garland, and for and in consideration of the further sum of one dollar paid by the said James Ware to the said Adamson Berry the receipt whereof he doth hereby acknowledge, hath bargained & sold and confirmed unto the said James Ware his heirs and assigns the following property Viz. two feather beds, bedsteads and furniture six earthen plates, six cups and saucers, four chairs, one large trunk on a pine Table one Gray Colt, one Chestnut sorrel horse, and nine head hogs. to have and to hold the said bargain premises, to him the said James Ware, his heirs and assigns forever upon trusts nevertheless that the said James Ware his heirs and assigns after the first day of September eighteen hundred and five, and after having given ten days notice previously of time and place of sale shall sell to the highest bidder for the best price that can be obtained in ready money the above bargained and sold premises, which the said A. Berry will deliver the purchaser or purchasers and doth covenant and agree to and with the said James Ware that he the said A. Berry will warrant and forever defend the said bargain's premises against the claims of all and every person or persons whatsoever and out of the money arising from the sale in first place to pay to the said David and James Garland their executor Administrators or assigns the debt above mentioned with interest as aforesaid together with the expenses of drawing and recording this Indenture and all reasonable charges attending said sale and the residue of the money arising from said sale (if any) to pay to the said A. Berry his Ex^{rs} or Administrators or to such persons as he shall by writing appoint. In witness whereof the said parties hath hereunto subscribed their hands and affixed their Seals the day and year first above written

Adamson Berry Seal
James Ware Seal

Signed Sealed and delivered in presence of

Alexander Moore
Wm. Knight

David & James Garland Seal

At a Court held for Amherst County the 17th day of June 1805 This Deed of Trust was proven by the oaths of Wm. Knight of Spotswood Garland subscribing witnesses thereto, and ordered to be recorded.

Teste