Del'd to the ord. of Garrit Minor 19th Oct. 1818.

Whereas by articles of Agreement entered into bearing date the 2[illegible] of January 1816 Between Garrit Minor and Robert Stanard Trustees of Warner L. Wormeley dec.d and Thos. Miller which articles of agreement are as follows.

Articles of agreement made and entered into between Garrit Minor & Robert Stanard Trustees of Warner L. Wormeley dec.d of the one part and Thomas Miller of Goochland of the other part Witnesseth that the said Minor and Stanard Trustees as aforesaid have agreed and do hereby agree to sell to the said Miller the Estate called Manikin-lodge lying in the County of King William containing by a late survey Two thousand nine hundred and twenty seven acres, also twenty eight negroes as per list annexed, Six mules, seven pair of Oxen, four milch cows, all the plantation tools & utensils in or belonging to the said Estate & all the fodder and other forage thereon, and Two hundred barrels of Corn, all which several property is now on the said Estate, and all which except the corn is henceforth at the risk of the said Miller; the corn not being measured off is not to be at said Millers risk untill so measured, which is to be done by the first of February next, on the demand of said Miller, or at the pleasure of said Minor & Stanard on notice to said Miller. And the said Minor and Stanard hereby further agree with the said Miller to convey, as soon as the land shall be resurveyed as herein after stipulated, all their right and title in ~~to~~ the said Estate with proper covenants of warranty against all persons claiming under the said Warner L. Wormeley (except the representatives of Henry Garnett dec.d) and against all persons claiming as creditors of Ralph Wormeley by whom the Estate was devised to said Warner, and also to stipulate that the said Miller may have take & avail himself as far as he can and as events may render necessary all benefit of any warranties of said Estate that has been made to the said Minor & Stanard, or to those under whom they claim. They further agree that the said Miller shall take possession of the sd land, negroes and other property on the first of February, he performing the covenants & agreements hereafter mentioned. The said Miller in consideration of the premises, hereby covenants and agrees to and with the said Minor and Stanard & the survivor of them, and the heirs of such survivor, that he will pay the several sums of money & interest at the times & in the manner following to wit, the sum of $8333.33 with Int. thereon from the 1st of this present month, on the 1st of July next, the like sum with ~~with~~ Interest in the same form, the same date on or before the 1st of April 1817, & the like sum with interest from the same date, on or before the 1st of April 1818, and to secure the payment of the said sums & Interests thereon, will give his note negotiable at ~~[illegible]~~ the Bank of Virginia with approved indorsers for the aggregate of principal and interest of the first sum payable the first of July next and his Bond with approved security for the other two sums, and also to give a deed of Trust upon the said Estate to two or more Trustees (to be named by the said Minor and Stanard) & to the survivor & survivors of them, & the heirs of such survivor with power to the majority of them to carry the same into effect when any sum of money hereby secured is in arrear, by sale for ready money on the usual notice. The sd Miller further agrees to pay to the said Minor & Stanard, and the survivor of them the further sums of money following at the times following to wit, the sum of $[illegible] on the 1st of [illegible]

490

XI-487

sum the 1st of January in the years 1818 · 1819 · 1820 · 1821 · 1822 · 1823 · 1824
1825 & the sum of $71550 on or before the 1st of Jany 1826 to be otherwise secured
to be paid ~~and~~ at the several times aforesaid by the said deed of Trust and his
covenant for the payment thereof at those times respectively: But there is
to be a stipulation in the said deed, that no sale shall take place under it
on account of the said annual ~~annual~~ sum of $4050. unless the default of payment
of the same for which the sale may be made shall continue three months
and that should any sale be made for the default in the payment of any
sum of money or part thereof secured by the said deed, the sale shall be for
as much ready money as will discharge the sum or sums of money and
Interest thereon that may be in arrear: & the purchaser to take the Land
charged in all respects with all the installments that may not have grown
due, as it would have been, had no sale been made. It is further understood
and agreed between the parties that if at any time during the term of credit
the said Miller should wish at the commencement of any year to pay any
sum of money, not less than $1000 beyond the Installment or installments
due he is entitled to do so: and in case of any such payment or payments
the said Miller shall be discharged from the payment or payments of such
parts of the recurring installments of $4050, as is equal to the annual
Interest on the payment so made; and shall be entitled to a credit against
the last instalment for the principal sum or sums of money so paid & one
years interest thereon. The deed of Trust is to be given at the same time the
sd Estate is conveyed by the said Minor and Stewart. It is further agreed by
the parties to these presents that the three sums of $ 8333.33 and the
interest thereon, are ~~are~~ to be applied to the discharge of the lien that the Estate of
Mary Garnett hold on the said Estate, unless the same shall be otherwise
discharged. It is further agreed that as soon as convenient the land is to [illegible]
resurveyed by some skillful surveyor to be chosen by the parties & if they [illegible]
not agree on such choice, then by two surveyors, one of them chosen by
each of the parties, and if on such resurvey the quantity should [illegible]
found to exceed 2977 acres that the said Miller is to pay the further
sum of Twenty eight dollars per acre for such excess, & is to have [illegible]
like deduction in case of a deficiency, and a sum equal to the annual
interest on the value of such excess or deficiency is to be added or taken
from (as the case may be) the annual sums aforesaid of $4050 [illegible]
the value and one ~~one~~ years interest thereon is to be added or taken from [illegible]
last instalments of $71550 the expense of resurveying to be equally
defrayed by the parties. For the faithfull performance of the foregoing
articles, the parties hereto bind themselves each to the other in the penal [illegible]
$100.000. In witness whereof they hereunto set their hands and seals [illegible]
26th [illegible] of [illegible] 1816

[illegible]
in presence of
[illegible]

Robert Stewart [illegible]
Garrit Minor [illegible]
Wm Miller [illegible]

XI - 486