

and every part and parcel thereof unto the said Henry Timberlake and his assigns well by these presents warrant and forever defend against the claim and demand of all and person and persons whatsoever. In testimony whereof the said Eleanor Marmelely, Warner Marmelely and Mariah & his wife do hereunto set their hands & affix their seals the day and date of this Indenture -

And the words here above were uttered before signed,
Signed, sealed and acknowledged
in presence of us

Warner L Marmelely
Mariah Marmelely

Geo Dabney
James Edwards

John Marmelely

The Commonwealth of Virginia to George Dabney and James Edwards
Gentlemen Justices of King William County Court; whereas Warner L Marmelely
Mariah & Marmelely his wife have by their Indenture of bargain and sale bearing
date the 1st day of September 1810 sold and conveyed unto Henry Timberlake
certain tract or parcel of Land containing by estimation 90 acres be the same
a safe lying and being in King William County and whereas the said Mariah &
consequently travel to our County Court of King William to make acknowledgment
and compliance therefore we do go with you or you her or wife if you prefer to
and take her acknowledgment and give the conveyance of record contain
the said indenture which is to be entered and as command you that you present
to the said Mariah & examine her privately and apart from the said Warner L
her husband concerning her executing the said Indenture and take her acknowledgment
then when and where you feel examined her as aforesaid and received her acknowledgment
that you distinctly and plainly certify to us showing in our said Court among
with witness Robert Pollard Clerk of our said Court this 2^{7th} day of
the 9^{5th} year of our foundation -

Robert Pollard

King William County Feb
1811

They Certify that pursuant to the above Com
directed us do this day go to Mariah & Marmelely wife of the above named
L Marmelely and examined her privately and apart from her said husband and
that she willingly signed and sealed the said Indenture in the said Court
-tioned which was then shown and explained to her by us and command
may be recorded given under our hands and seals this 1st day of

Geo Dabney

James Edwards

Normley his wife to Henry Timberlake was proved by the oath of Samuel
Still two witnesses thereto as to Warner L. Normley and wife and Ordered to be
And at a court of like session held for the aforesaid County at the Courthouse on
the 25th of March 1811 the said deed was further proved by the oath of George
a witness thereto and together with the Commission annexed and the Certificate of the
recorder thereof Ordered to be recorded.

Teste, Robert Pollard C.C.
Truly recorded.
Teste, Robert Pollard C.C.

This Indenture

made this sixth day of March in the year of our Lord
One thousand eight hundred and seven, Between Charles Eigg of the County
of King William in the state of Virginia of the first part, Robert Pollard
of the same County of the second part and Beverly Robinson of the said County
of the third part Witnesseth, that the said Charles Eigg for and in consideration
of the sum of one dollar of lawful money of Virginia to him in hand paid by the
said Robert Pollard and the receipt whereof he doth hereby acknowledge, for the
further consideration of securing to the said Beverly Robinson the payment of the sum
of five pounds seven shillings and four pence like lawful money of Virginia, the
grant bargain and sell and by these presents doth grant bargain and sell to
the said Robert Pollard and all that tract of Land with its appurtenances
be the said Charles Eigg purchaser of Isaac Quarter lying situate being
in the parish of St. John and County aforesaid containing by estimation thirty seven
and an half acres be the same more or less, it being the same tract on which the
said Charles Eigg now resides To have and to hold the said tract of Land with its
appurtenances unto the said Robert Pollard and his heirs, executors, administrators & assigns, after
trust nevertheless, and the true intent and meaning hereof is, any thing herein contained to
the contrary notwithstanding, that is to say, if the said Charles Eigg, his heirs, executors or
administrators shall on or before the sixth day of March in the year of our Lord One thousand
eight hundred and twelve, pay the said Beverly Robinson his heirs, executors or assigns the
just and full sum of five pounds thirteen shillings ten pence lawful money of Virginia with
interest thereon from the date of these presents, also the further sum of five pounds thirteen
pence like money with interest thereon from the date of these presents, and also the further
sum of five pounds thirteen shillings and nine pence like money with interest from the date
of these presents, together with the costs of recording this Indenture, then this Indenture shall be
void, but if the said Charles Eigg his heirs, executors or assigns shall refuse or fail to pay either of
the said last mentioned sums of money at the periods as they shall respectively become due
with interest as aforesaid, that then it shall be lawful for the said Robert Pollard and his
heirs, executors, administrators or assigns at the request of the said Beverly Robinson his heirs, executors
or assigns, to sell the said tract of Land with its appurtenances or so much thereof as may