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XII-194

Sept,

This Indenture made this tenth day of July, one thousand  
 eight hundred and twenty one, between William H. Spiller of the first part,  
 Robert Pollard of the second part, and John Lamm Pollard of the third part  
 all of the County of King William: Whereas the said John Lamm Pol-  
 lard has this day become bound as security for the said William H. Spil-  
 ler in three bonds payable to George Dabney sheriff for King William  
 County and Committee of the estate of Benjamin Waide dec'd. for the  
 purchase of three negroes of the said estate, this day sold by virtue of a  
 Decree of the County Court of King William, on a Credit of twelve  
 months: one of which said bonds is for the sum of three hundred and  
 twelve dollars, eighty six & two third cents, one for the like sum of three  
 hundred and twelve dollars, eighty six and two third cents, and one  
 for the like sum of three hundred and twelve dollars, eighty six and  
 two thirds cents, and the said Wm. H. Spiller being willing and  
 desirous to secure and indemnify the said John Lamm Pollard from  
 loss and injury which he may sustain in consequence of said  
 suretyship, (and for the further consideration of the sum of one dollar  
 to him the said William H. Spiller in hand paid by the said Robert Pol-  
 lard before the making and delivery of these presents, the receipt whereof  
 is hereby acknowledged by the said Wm. H. Spiller, his heirs and assigns)

sell, enfeoff, release and confirm unto the said Robert Pollard  
executors and administrators forever, the tract of land within  
said William H. Spiller now lives, in the parish of Saint Andrew  
County of King William, containing by estimation five hundred and  
nine and a half acres, be the same more or less appertaining to the said  
Benjamin Tany, the estate of John Tany dec'd, Thomas New dec'd  
the land of Rowben French, and is the same tract of land devised  
the said William H. Spiller by the last Will and Testament of his  
William Spiller dec'd, together with all and singular the appur-  
tenances to the said tract of land belonging, or in any wise appertaining,  
all the estate, right, title and interest of the said Wm H. Spiller  
in the said granted or intended to be hereby granted tract or parcel  
land and premises. He gives and to hold the said hereby granted  
tract or parcel of land and premises with all and singular the appur-  
tenances unto the said Robert Pollard, his executors and administrators  
to the only proper use and behoof of the said Robert Pollard  
his executors and administrators forever. And the said Wm H. Spiller  
his heirs, executors, and administrators, both hereby covenant, promise  
agrees to, and with the said Robert Pollard, his executors, and ad-  
ministrators, that he the said Wm H. Spiller, his heirs, executors and ad-  
ministrators, the aforesaid tract or parcel of land and premises, with all the  
appurtenances unto the said Robert Pollard, his executors and administrators  
all persons whatsoever, shall and well warrant and forever defend  
these presents. Upon trust nevertheless that the said Robert Pollard  
his executors and administrators shall permit the said Wm H. Spiller  
to remain in quiet and peaceable possession of the said  
tract or parcel of land and premises without appointment  
take the profits thereof to his own use, until default be made in  
payment of the said bonds, either in the whole or in part at  
respectively become due. And upon this further trust that  
Robert Pollard or his executors or administrators, shall not  
after the happening of such default of payment of said  
said Wm H. Spiller, his heirs, executors or administrators  
said Robert Pollard, his heirs, executors, and administrators, shall

to the highest bidder for ready money, at public auction, after having given  
the time and place of sale at his own discretion, and having advertised the  
same for twenty days at two or more public places in the County of King  
William, And out of the monies arising from such sale, shall after  
paying the charges thereof, and all other expenses attending the premises pay  
the said Jas. Cannon Pollard, his heirs, executors, administrators or assigns the  
amount of the aforesaid recited Bonds with interest that shall have accrued  
thereon, and the balance, if any shall pay to the said Wm. St. Spiller, his  
heirs, executors, administrators or assigns — But if the whole of the said Bonds  
shall be fully paid off and discharged by the said Wm. St. Spiller, his heirs, &c.  
on or before the tenth day of July one thousand, eight hundred and  
twenty two (the time they will respectively fall due) so that no default  
in payment thereof be made, then this Indenture is to be void to all intents  
and purposes, otherwise to remain in full force and virtue — In witness  
whereof the said parties to these presents have hereunto set their hands and  
affixed their seals the day and Year first within written.

the words "the like, eighth day and so on"  
in the first page enter lines before signed. }  
signed, sealed and delivered in the  
presence of

W. St. Spiller as to H. St. Spiller  
H. St. Spiller  
Americus V. Payne

Wm. St. Spiller *Seal*  
Jas. Cannon Pollard *Seal*  
Jas. Cannon Pollard *Seal*

At a Court of Monthly sessions held for King William County, at the County  
house, on Monday the 23<sup>rd</sup> of July 1821.

This deed of Trust was acknowledged by the several parties hereto and  
is now ordered to be recorded.