

Manner. Recomending my soul to Almighty God who give it not doubting awake into Glory, and as touching all my worldly Estate that it has pleased God to bestow me with, I dispose of in the following manner
First: — My Will and desire is that all my just debts be paid together with my Funeral expenses at the discretion of my Executors.

Item, — I give and bequeath to my Daughter Cliff One Bed and furniture that she claims to her and her heirs forever.

The residue and remainder of my Estate to be sold by Executors and the money arising from such Sale to be divided in the following manner.

Item — I give and bequeath to my son Major Hardie five shillings to him and his heirs forever.

Item — I give and bequeath to my son Joseph Hardie five shillings to him and his heirs forever.

Item. — I give and bequeath to my Daughter Mary Kennedy five Shillings to her and her heirs forever.

Item. — I give and bequeath to my son Isaac Hardie five Shillings to him and his heirs forever.

Item. — I give & bequeath to my son William Hardie five Shillings to him and his heirs forever.

Item. — I give and bequeath all the money that remains after the above Legacies is paid to my Daughters Cliff Hardie, Elizabeth Hardie, Susannah Hardie and Catherine Hardie to be equally divided, share & share alike to them and their heirs forever.

Lastly, I nominate and appoint my loving Brother Major Brown and my truly friend Moses Westbrook my Executors of this my last Will and Testament making void all other wills by me heretofore made

ratifying & Confirming this to be my
Last Will and Testament. In Witness
whereof I have hereunto set my hand
and Seal this 26th day of July 1798

signed, sealed,
published and Delivered

In presence of
Sarah ^{her} Wiggins
mark

Simon Westbrook

Sarah ^{her} Hardel (seal)
mark

State of North Carolina } April Court 1799
- Lenoir County } When was the fore-
going Last Will and
Testament of Sarah Hardel
and proved in open Court in due form by
the oath of Simon Westbrook one of the
subscribing witnesses thereto and at the
same time Major Croom esquire one of
the Esrs. therein named appeared and qual-
ified as such, Therefore ordered Letters
issue accordingly

Attest

J. Bright C^l

State of N. Carolina }
Lenoir County } I hereby certify that
the above & foregoing are true copies from
the original records in my office
Given under my hand and ^{the} seal
of the County at Kinston the 17th day of
April Anno Domini 1799
Jas Bright C^l.

Land Grant—George the Third, to Joshua Williams

1774

G	British Coat of Arms Rampant Lions	R
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N^o 194

NORTH-CAROLINA. FF

George the Third, by the Grace of God,
of Great Brittain, France, and Ireland,
King, Defender of the Faith &c. Go all to
whom these presents shall come, Greeting:

Know Ye, that We, for and in Consider-
ation of the Rent and Duties herein reserved,
have Given and Granted, and by these
Presents, for Us, Our Heirs and Successors,
Do Give and Grant, unto Joshua Williams

a Tract of Land, containing Fifty Acres
lying and being in the County of Dobbs
in our Province of North Carolina.

Beginning at a Pine Williams Arnolds cor-
ner & run with his line N^o 45-871 poles to
the corner then N^o 15-1180 poles to a pine, then
N^o 61-680 poles to a pine then S 27 E 80 to Brown's
Line then to the beginning — — —

as by the Plat hereunto annexed doth appear,
together with all Woods, Waters, Mines, Min-
erals, Hereditaments, and Appurtenances, to
the said land belonging or appertaining
(One Half of all Gold and Silver Mines ex-
cepted) to Hold to him the said Joshua
Williams his Heirs, and assigns for ever, as
of our Manor of East-Greenwich, in our
County of Kent, in free and Common Soc-
cage, by Fealty, only Yielding and Paying
unto us our Heirs and Successor for ever,
the yearly rent of four Shillings, Proclama-
tion Money for every Hundred Acres hereby
granted; to be paid unto us, our Heirs and
Successors, on the Second Day of February in
each Year, at such Places in our Province as
our Governor for the Time being with the

advice and Consent of our Council, shall think fit to elect and appoint. Provided Always, That in case the said Joshua Williams his Heirs and Assigns shall not, within three Years from the Date hereof, clear and cultivate, according to the Proportion of three Acres for every Hundred; and also that if a Minute or Vocket of these our Letters Patent, shall not be entered in the Office of our Auditor General, for the time being, in our said Province, within Six Months from the Date hereof; that then, and either of the said Cases, these our Letters Patent shall be void and of none Effect. In Testimony Whereof, We have caused the Seal of our said Province to be hereunto affixed. Witness our truly and well-beloved Josiah Martin, Esq; Captain-General, Governor, and Commander in Chief; in and over our said Province, this Twentieth first day of July in the fourteenth Year of our Reign, Annoque Domini One Thousand Seven Hundred and Seventy Four.

No. 194

Joshua Williams, 50 Dotts
Recorded in this Sectys office in
Book X 15

Robt. Furzpross

By his Excellencys command.
Robt. Furzpross

Pro Bern 16 Nov. 1774
Enrolled in the Auditors office in
Book A. fol. 293

Jas Green, June 1782.

Deeds: - Joshua Williams to

205

1779

- Sachweal Whitebread

This Indenture made the Eighth day of March in the year of our Lord One Thousand Seven Hundred and Seventy Nine between Joshua Williams of Dobbs County and in province of North Carolina of the part and Sachweal Whitebread Late of Craven County and province aforesaid Witnesseth that the said Joshua Williams hath bargained and Sold and Doth by these presents Bargain and unto Sachweal Whitebread a certain parcel of Land Containing fifty acres of land lying and Being in Dobbs County in North Carolina Beginning at a fence William Arnolds corner and runs with his line North 45 E. 86 poles to his corner then North 15 W. 80 poles to a pine then North 61 East 80 poles to a pine then South 27 E. 80 poles to Browns line then to the beginning, the receipt whereof the said Joshua Williams Doth Acknowledge that he hath to him in hand paid Ninety pounds Currant of North Carolina whereof the said Joshua Williams acknowledged to be fully satisfied, Contented and paid and I Joshua Williams Do for myself my heirs or assigns Do Warrant and forever Defend the sd. land and premises to the only use and behoof of the said Sachweal Whitebread his heirs and assigns forever from all incumbrances whatsoever and I Joshua Williams my heirs and assigns will forever Defend the said Land premises to the only use of Sachweal Whitebread his heirs and assigns forever. In witness whereof I have hereunto set my hand & seal the year above written

signed & sealed in

presence of

Abram ^{his} Buck

Sam ^{mark} Garwell

John Collins

Joshua ^{his} Williams
mark

Dobbs County Court 1779

Then was the above Deed of sale duly proved in Open Court by the oath of Samuel Canwell a subscribing Witness thereto and Ordered to be Registered

test Martin Canwell. C. C.
Enrolled in Dobbs County Register Liber
C. page 16th this 7 day of April 1779

By Samuel Canwell
Register.

Deed:- William Sutton to Charles Robinson

Mar. 28 — 1843

This Indenture made this ~~twenty~~ eight day of March in the year of our Lord one thousand eight hundred & forty three between William Sutton of the County of Lenoir and State of North Carolina on the one part and Charles Robinson of the County and State aforesaid on the other part witnesseth that the said William Sutton for and in consideration of the sum of eighty dollars to him in hand paid by Charles Robinson at the time of executing these presents the receipt whereof is thereby acknowledged hath granted and by these presents do grant, bargain, sell, alien and confirm unto him the said Charles Robinson his heirs and assigns a certain tract or parcel of land Situate, lying and being in the County of Lenoir on the North side of New River adjoining the land of Keedham Loftin, Jacob Parrott & others and bounded as follows, viz, Beginning at a small crooked pine & runs S 56° E 52 poles to a pine in the pond then N 76° E 70 poles to a black jack stump then N 30½° W 108 poles to a lightwood stump, then S 82° W 34 poles to a stake then S. 6° W 40 poles to the begin-

ning, containing forty seven acres more
or less to have and to hold the above
bargained land and premises to him
the said Charles Robinson his Heirs &
Assigns forever in fee simple.
In Testimony whereof I hereunto set
my hand and Seal the day and year
first above written,
signed, sealed and } Wm Sutton (Seal)
delivered in presence
of Reuben Barrow

State of N. Carolina, Court of Pleas & Quarter
Senio County Sessions, April Term 1843
Then was foregoing deed
of bargain & sale proved William Sutton
to Charles Robinson exhibited in Open
Court and the execution thereof duly pro-
ved by the Oath of Reuben Barrow the Sub-
scribing witness thereto and ordered to be
registered

W. C. Loftin Clk.
Enrolled in the Registers office of
Senio County the 27th day of June A. D. 1843

Jas. E. Metts. Rgr.

Deed:— Joshua Williams to Sachweal Whitebread
Mar 8 — 1779 A. D.

This Indenture made Eight day of March In
the year of our Lord one thousand seven Hun-
dred and seventy nine between Joshua Wil-
liams of Dobbs County in the province of
North Carolina planter of the one part and
Sachweal Whitebread late of Craven County
and Province aforesaid planter of part
Witnesseth, That the said Joshua Williams
for and in consideration of the Sum of Two
Hundred and ninety pounds currant money
of North Carolina to him in hand paid by

the Sachweal ther receipt whereof the said
 Joshua Williams Doth hereby acknowledge
 and confers that he is therewith fully sat-
 isfied, Contented and paid. Hath granted
 Bargained and sold, Klined and Confirmed and
 by these presents Doth Grant, Bargain and
 Sell, Kline and Confer unto the said
 Sachweal Whitebread his Heirs forever a
 certain plantation and parcel of Land Lying
 and Being in Dobbs County aforesaid on
 the North side of Neuse River on the Briery
 Branch beginning at a pine on the Branch
 side and runs South 70 West 40 poles to a pine
 then South 25 East 100 poles to a Black Jack then
 North 70 East 80 poles to a Dogwood on the Branch
 then up the same to the beginning Containing
 Fifty Acres being part of a Five Hundred
 & forty acre Granted by his presents Majesty
 King George the Third In the eight years
 of his reign by Letters patent To Richard
 Canwell and also all profits Commodities
 Advantage Hereditaments and appurtenances
 whatsoever to the same Belonging or in
 anywise appertaining and all the Estate
 Right, Title, In claims property or Demand
 whatsoever of the said Joshua Williams assigns
 and to the same and Every parts ther of
 with the reversion and reversions, remands
 Rents, issues and profits of the said Fifty Acres
 of land and Every part and parcel thereof, To
 Have and To Hold the Said piece or parcel of
 Land and all and Singgiller the premisses
 above mentioned and Every part and parcel
 thereof with the appurtenances unto Sachweal
 Whitebread his Heirs and assigns to the only
 proper use Benefit and Bechoof the said
 Sachweal Whitebread his Heirs and assigns
 forever, and the said Joshua Williams
 for himself, his heirs The said piece or
 parcel of land and every part and parcel
 thereof free and clear of all incumbrance
 against him and his heirs and assigns & all
 and every other person or persons Claiming from

by or under him, them or any of them
 do the said Sachwal Whitebread his heirs
 and assigns shall and will warrant and
 forever Defend by these presents In Witness
 whereof the said Joshua Williams hath here-
 unto Set his hand and seal the Day and
 year first herein written

Joshua Williams ^{his} mark

signed & Sealed
 In presence of us

Abram ^{his} X Bush _{mark}

Samuel Caswell

John Collier

There was the above Deed of sale proved in
 Open Court by the oath of Samuel Caswell
 a subscribing witness thereto and ordered
 to be Registered

Set, Martin Caswell

Enrolled in Dotts County Register Libers
 C. page 18 & 19 this 8th day of April 1779

By Samuel Caswell, Regr

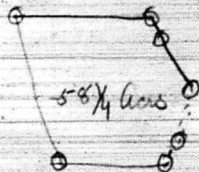
Deed — George Washington to Charles Robinson
 Feb. 25 — 1843

This Indenture made and executed this
 Twenty fifth day of February A. D. 1843 between
 Geo. Washington of the county of Richmond &
 State of New York of the first part and
 Charles Robinson of the county of Senoia
 & state of North Carolina of the second part
 Witnesseth that the said George Washington
 for and in consideration of the sum of one
 dollar, to me in hand paid by the said
 Robinson (receipt whereof is hereby acknowl-
 edged, hath given, granted, bargained, sold,
 and conveyed, and by these presents doth
 give, grant, bargain, sell and convey unto
 the said Charles Robinson his heirs and assigns

a certain tract or parcel of land lying and being in the County of Senoir on the north side of House River and west side of Briery Branch, and bounded as follows, Beginning at a Black-jack, a corner of a tract of land this day sold by the said Geo. Washington to me William Sutton and running North 70 East 78 poles to a Dogwood on the side of the branch thence North 7 West 21 poles, thence North 25 West 44 poles, thence North 41 1/2 West 32 poles thence North 36 1/2 West 32 poles thence South 70 West 42 poles to a lightwood stump thence South 30 1/2 East 108 poles to the beginning, Containing 58 1/4 acres more or less To Have and to hold to him the said Charles Robinson his heirs & assigns, the above described tract or parcel of land forever, In testimony whereof I have hereunto set my hand and seal the day and year above written

signed sealed and
Delivered in presence of
Reuben Barrow
Wm Sutton

Geo. Washington (Seal)

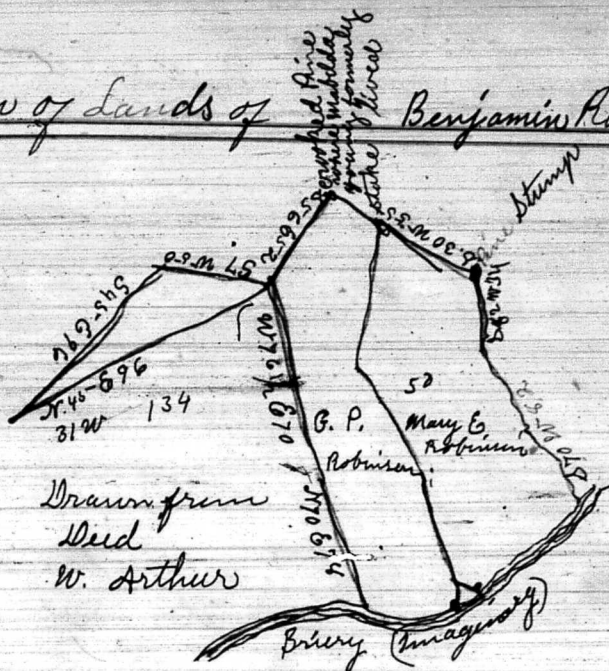


State of N. Carolina | Court of Pleas & Quarter
Senoir County | Session, April Term
1843. Was exhibited in
open Court and the execution thereof duly
proved, by the Oath of Reuben Barrow the
subscribing witness & ordered to be
registered

W. C. Loftin. C. Lk

Enrolled in the Registry office of Senoir
County the 1st of June A. D. 1843
Jas. E. Metts Regr.

Division of Lands of Benjamin Robinson ²¹¹



Survey of Lands of Benjamin Robinson

State of North Carolina, July the 2 Day 1793
 Surveyed for Benjamin Robinson
 by Warrant No. 74 Dated 2 Day of July 1793
 a tract of Land containing thirteen acres
 lying in Lenoir County on the stream of
 the Briery beginning at a black jack in
 Major Hardes line and runs with the said
 line North forty five West Ninety six poles
 to a pine Hardes Corner and Robinsons Corner
 then with his Own line North seven East 50
 poles to a black jack in his line then South
 31 East 134 poles to the beginning

Edward Lovet I chane
 James Brown & barers.

Samuel Byrd Surveyor

421 2 1800 1800
 9604 50 1800

I Charles Robinson of the county of Lenoir and state of North Carolina, being of sound mind and memory but considering the uncertainty of my earthly existence, do make and declare this my last will and testament in manner and form following that is to say,

Item — It is my desire and wish that my executor hereinafter named shall provide for my body a decent christian burial, suitable to my estate and the wishes of my relatives and friends and out of the moneys first coming into his hands as a part and parcel of my estate, for him to pay all funeral expenses, and my just debts whatsoever and to whomsoever owing.

Item — I lend to my trusty friend Stephen White of the town of Kinston North Carolina all the property of every kind and description that I may die seized or possessed of consisting of the tract of land on which I now reside, all my horses, cattle, hogs and stock of all kinds farming implements, household and kitchen furniture &c., in special trust, nevertheless, that he shall hold the said property during the natural lives of my beloved wife Bridget Robinson and my beloved son Benjah Robinson, and the survivor of them, for their use, benefit and behoof, for their enjoyment and support, for their natural lives.

Item — If my beloved daughter in law Argent Robinson should survive and outlive her husband the beforementioned Benjah Robinson, it is my wish and desire that she shall enjoy & be benefitted along with my beloved wife, the said Bridget Robinson, she to stand in the place and stead of her husband the said Benjah Rob-

inson with regard to the before mentioned property for them the said Argent Robinson and Bridget Robinson to use to their own behoof and benefit for their natural lives or widowhoods, and I especially ~~enjoin~~ my friend Stephen White to see that my wish in this respect is faithfully carried out.

Item. — At the death of the said Bridget Robinson, Benjah Robinson and Argent Robinson, I do give, bequeath and devise all of the property (above loaned in trust to my friend Stephen White for the use and benefit of the said Bridget, the said Benjah and the said Argent, for and during their natural lives) unto the lawfully begotten child or children of my said son, the said Benjah Robinson unto them, their heirs and assigns forever to share and share alike.

Item. — I do hereby constitute and appoint my friend and neighbor Henderson Loftin my lawful executor, to all intents and purposes to execute, this my last will and testament, according to the true intent and meaning of the same and every part and clause thereof hereby revoking and declaring void all other wills and testaments by me heretofore made. In witnesses whereof I the said Charles Robinson do hereunto set my hand and seal this August 9th A.D. 1860
(signed, sealed and published)

declared by the said Charles Robinson to be his last will & testament in the presence of us who at his request and in his presence, do subscribe our names as witnesses

Charles Robinson (Seal)

Wm Sutton
N. H. Sutton

I do hereby certify that the foregoing is a

true copy

seal

Witness my hand and official
 September 1st 1875 -
 W. W. Hunter

Probate Judge.

Henderson Loftin Executor to Last Will of
 Senoir County: - In the Probate Court
 State of North Carolina, Charles Robinson

So all whom these presents
 shall come - Greeting

It being satisfactorily proven to the
 undersigned, Judge of Probate for Senoir
 County, that Charles Robinson, late of
 said County, is dead, having made
 his last Will and Testament, which has
 been admitted to probate, (a true copy
 whereof is hereunto annexed,) and Hen-
 derson Loftin, the Executor therein nam-
 ed, having qualified as such according
 to law: Now these are therefore to em-
 power the said executor, to enter in and
 upon all and singular the goods and chattels
 rights and Credits of the said deceased,
 and the same to take into possession, where-
 soever to be found, and all the just debts
 of the said deceased to pay and satisfy,
 and the residue of said Estate to dis-
 tribute according to the directions of said
 Will.

Witness, my hand and seal of said Court
 this 24th day of August 1875 -

W. W. Hunter

Seal of State

477 - Every executor, administrator
 collector, & guardian shall within 3 months after
 his qualification or appointment make re-
 turn in oath to the Judge of Probate of all
 the Estate in his hands by him up to that
 time, but such time may be extended by
 the Probate Judge on good cause shown
 not exceeding six months.

478 - Every Executor, administrator and guar-

diary, shall within 12 months from date of his qualification or appointment, and annually, so long as any of the estate remains in his control file in the office of the Judge of Probate, an inventory and account, under oath, of the amount of property received by him, or invested by him and the manner and nature of such investment, and his receipts and disbursements for the past year in the form of debts and credits. He must produce vouchers for all payments. The Judge of Probate may examine on oath, such accounting party or any other person, concerning the approval thereon, which shall be deemed prima facie evidence of correctness.

Code of Civil Procedure Sections

477 & 478

Robinsons Will
expenditures

Application	.10
Affidavit	.20
Judgement	.50
Appointment	1.00
Copying	.50
Certificate	.25
Seal to Letters	

Recording 1.00

\$3.80

Bill of Sale — J. H. Peebles, Attorney for W. H. Washington Trustee

Whereas by virtue of a deed of marriage settlement had & made by & between Winnifred R. Whitfield, now Winnifred R. Blount of the first part, Heritage W. Blount of the second part & William H. Washington of the third part bearing date September 17th A. D. 1850 the estate of the said Winnifred both real & personal was duly conveyed & assigned to the

said William H. Washington his heirs, ex-
 ecutors & administrators in special trust
 among other things to allow the said
 Winnifred R. Blount to have, hold and
 enjoy all & singular the said estate & pro-
 perty & to receive & use the rents hire &
 profits thereof to her sole & separate use &
 benefit free, clear & discharged from
 the debts or contracts of her husband and the
 said Heritage H. Blount for & during the
 coverture of the said Winnifred with a pow-
 er of appointment to the said Winnifred to
 have the said estate or any part thereof con-
 veyed & disposed of as she might choose
 to appoint & also to revoke & cause the said
 deed as well more fully appear by refer-
 ence to said deed & Marriage settlement
 and whereas the said Winnifred with
 bonds & monies being a part of her said
 estate & which are her sole & separate property
 & estate settled upon her and by said
 deed of marriage settlement in the exercise
 of & by virtue of the power of appointment
 reserved to have the said shown in fact in
 the said deed of marriage settlement hath
 bought & purchased or caused to be bought
 & purchased a certain female slave named
 Anarely herein after more fully described
 from John H. Peebles of the County of Seneca
 & State of North Carolina Attorney in fact for
 Ann R. Cobb trustee to Pers Cobb by virtue
 of a power of attorney to him executed by
 said Ann R. Cobb trustee for Pers Cobb bear-
 ing date January 4th A. D. 1854 and whereas the
 title to said female slave Anarely conveyed
 in & by a certain instrument in writing bear-
 ing date January 4th A. D. 1854 to said William
 H. Washington trustee to said Winnifred R.
 Blount wife of Heritage H. Blount made &
 executed by the said John H. Peebles attorney
 in fact for Ann R. Cobb trustee for Pers Cobb
 is not sufficiently full, perfect & solid &
 whereas a full, perfect valid & legal title

in & to the said female slave Anarely
 is desired to be conveyed to said William
 H. Washington trustee to said Winnifred R.
 Blount wife of Heritage W. Blount. Now
 therefore this Indenture made & executed
~~this~~ the fourth day of January A. D. Eigh-
 teen Hundred & fifty nine between
 Ann R. Cobb of the County of Lenoir & State
 of North Carolina trustee for Jess Cobb of
 the said County & State by virtue of a
 deed of trust in settlement made and ex-
 ecuted by said Jess Cobb to her bearing
 date April 30th A. D. 1844, by virtue of the
 powers & authorities vested in her by
 said deed, & in obedience to the deed of
 appointment made ~~also~~ by the said Jess
 Cobb to her the said Ann R. Cobb bearing
 date the seventh day of January A. D. Eigh-
 teen Hundred & fifty four authorizing
 empowering & directing the said Ann R.
 Cobb to make sale of the lands & slaves there-
 in mentioned, of the first part & William H.
 Washington trustee of said Winnifred R. Blount
 wife of said Heritage W. Blount of the County
 of Craven & State aforesaid of the second part
 Witnesseth that the said Ann R. Cobb trustee
 to said Jess Cobb in execution of the powers
 reserved to her in said deed for & in consid-
 eration of the premises & of the sum of Six Hun-
 dred & fifty five dollars to her in hand paid
 by the said William H. Washington as trustee
 or aforesaid of said Winnifred B. Blount
 wife of said Heritage W. Blount the Receipt
 whereof is hereby acknowledged, hath granted
 bargained sold aliened & confirmed & doth
 by these presents grant, bargain, sell, alien
 & confirm unto the said William H. Washing-
 ton trustee as aforesaid his executors & admin-
 istrators forever a certain female slave
 named Anarely aged about fourteen years
 To have & to hold the said female slave
 Anarely unto him the said William H.
 Washington his executors & administrators

forever in special trust & confidence, never-
 theless & upon the express condition that
 the said William H. Washington his executors
 & administrators shall & will allow the
 said Winnifred R. Blount to have, hold
 use & enjoy the said female slave Anarely
 & to receive & use the rents, hires & profits
 thereof to her sole & separate use & benefit
 free above & discharged from the debts
 or contracts of her husband the said
 Heritage W. Blount for & during the coverture
 of her the said Winnifred, and in the
 further trust & confidence that the said
 Winnifred shall and may at any time
 have full power & authority, notwithstanding
 her coverture to make, cancel or amend
 this deed & the property or estate thereby con-
 veyed or to convey the same to such person
 or persons as she may choose either by deed
 or will in the nature of an appointment &
 that the said William H. Washington shall
 and will execute such conveyance as may
 be necessary to affectuate her intentions in
 the premises, and in the further trust & confi-
 dence that if the said Winnifred shall sur-
 vive the said Heritage then the said William
 H. Washington his executors or administrators
 shall surrender and deliver up the said
 female slave Anarely to her the said
 Winnifred, but if the said Winnifred should
 die during the coverture without making
 a disposition of the said slave either by deed
 or will as aforesaid & leaving issue her sur-
 viving then the said William H. Washington
 his executors or administrators, shall and will
 hold the same to the use & benefit of the
 said Heritage during his life & upon his
 death shall convey & deliver up the said slave
 to such child or children & their representatives in
 absolute property, and in the further trust
 & confidence that if the said Winnifred
 should die without issue or the representatives
 of such her surviving & without disposing

of the said slave either by deed or will
~~they and in that case the said~~ William
 H. Washington his executors or administrators
 shall convey, surrender & deliver up the
 said slave to the said Heritage & Blount
 in absolute property and the said Ann R
 Cobb trustee to Jers Cobb for himself, his
 heirs, executors & administrators doth coo-
 enant, promise & agree to & with the said
 William H. Washington his executors, ad-
 ministrators & assigns that she is sured
 of & well entitled to an indefensible title
 & estate to the said slave Annarely & that
 she hath good right & lawful authority to
 convey the same & that she will forever war-
 rant & defend the same unto the said
 William H. Washington trustee as aforesaid
 against the lawful claims or claims of
 all manner of persons whatsoever.

In witness whereof the said Ann R.
 Cobb trustee to Jers Cobb party of the first
 part hath hereunto set her hand & seal
 the day & year first above written

Jno. H. Peebles (seal)

signed sealed & delivered
 in presence of

Bryan Whitfield

State of North Carolina
 Lenoir County

Court of Pleas and
 Quarter Sessions, January
 Term 1859. Then was

the execution of the foregoing
 bill of sale from J. H. Peebles, Attorney in fact for
 Ann B. Cobb trustee to Jers Cobb vs W. H. Washington
 Witnessed B. Blount exhibited in open court
 and the execution thereof duly proved by the
 oath of Bryan Whitfield a subscribing witness
 thereto, and ordered to be registered

J. Hunter, clk

Enrolled in the Registers office of Lenoir
 County the 25th day of February A. D. 1859

Ruben Barrow Regr.

Marriage Settlement - H. W. Blount, Winnifred Whitfield
 W. H. Washington Trustee.

This Indenture made and executed on the 17th day of September A. D. 1850 by and between Winnifred Whitfield of the County of Senoia and State of North Carolina of the first part, Heritage W. Blount of the same County and State aforesaid of the second part and William H. Washington of the County of Craven and State of North Carolina of the third part Witnesseth that whereas a marriage is agreed upon and by the blessing of God is to be this day solemnized between the said Heritage W. Blount and the said Winnifred Whitfield, and whereas the said Winnifred Whitfield is seized and possessed of and with entitled to a considerable amount of both real and personal estate, and whereas the said Heritage W. Blount is desirous that the said Winnifred Whitfield shall have, hold, an occupy, enjoy and transfer all and singular the aforesaid property and estate in as full and ample a manner, notwithstanding her said marriage as if she were a free sole, now therefore and in consideration of the premises as well as for and in consideration of the sum of one dollar to the said Winnifred Whitfield and Heritage W. Blount each in hand paid by the said William H. Washington at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged the said Winnifred Whitfield has bargained sold and conveyed assigned, transferred and set over and by these presents do bargain sell convey transfer assign and set over and the said Heritage W. Blount doth hereby release quit claim and assign to the William H. Washington all the right title & interest of the said Winnifred Whitfield in and to the

real, personal and perishable estate of the
 late James B. Whitfield deceased the same
 an undivided one eight part of the whole
 of said estate, real personal and perishable
 To Have and to Hold all and singular the
 said real estate to him the said William
 H. Washington his heirs and assigns forever
 and the said personal estate to him the
 said William H. Washington his Executor
 administrators and assigns forever in
 special trust and confidence, nevertheless
 and upon the express condition that the said
 William H. Washington his heirs, executors
 administrators or assigns shall and will
 allow the said Winnifred to have, hold
 an occupy and enjoy ~~all~~ and singular the
 estate and property aforesaid and to receive
 and use the rents, hires and profits thereof
 to her sole and separate use and benefit
 free, clear and discharged from the debts or
 contracts of her husband the said Heritage
 W. Blount for and during the coverture of
 her the said Winnifred. And in the further
 trust & confidence that the said Winnifred
 shall and may at any time have full power
 and authority ^{During her coverture to}
 make, cancel or annul the deed and the estate
 thereby conveyed; or to convey any part or
 all of the same, to such persons or person
 as she may choose either by deed or will
 in the nature of an appointment and that the
 said William H. Washington shall and will
 execute such conveyances as may be necessary
 to effectuate her intentions in the premises
 And in the further trust & confidence that
 if the said Winnifred shall survive the
 said Heritage then the said William H.
 Washington his Executors, or administrators
 shall surrender and deliver up all the said
 estate to her the said Winnifred; but if
 the said Winnifred should die during the
 Coverture without making a disposition of the
 said property or estate, either by deed or will

as aforesaid and leaving issue her surviving then the said William W. Washington his executors, administrators shall & will hold the same to the use and profit the said Herritage during his ^{upon his death} life convey and deliver up all and singular the said estate both real and personal to said child or children and their representative in absolute property. — And in the further trust and confidence that if the said Winifred should die without issue or the representatives of such her surviving and without disposing of the said property and estate either by deed or will then and in that case the said William H. Washington his executor or administrator shall convey, surrender and deliver up all and singular the said estate to the said Herritage W. Blount in absolute property; And it is further understood stipulated and agreed by and between the parties to these presents that the said Herritage W. Blount shall and will at any time hereafter make and execute all such other and further conveyances as maybe necessary or proper to effectuate the object or intention of this conveyance.

In witness whereof the parties aforesaid have hereunto set their hands and affixed their seals in the day and date first above written.

(Seal)

(Seal)

(Seal)

Deed - H. W. Blount & Winniford B. Whitfield

223

To, Wm H. Washington - 1850

This indenture made and executed on the
Seventeenth day of September A. D. 1850 by
and between Winniford B. Whitfield of the
County of Lenoir and State of North Carolina
of the first part, Herriage W. Blount of
the same County and State aforesaid of the
second part, and William H. Washington
of the County of Craven and State of North
Carolina of the third part, Witnesseth, that
whereas a marriage is agreed upon and by the
blessing of God is to be this day solemnized
between the said Herriage W. Blount and
the said Winniford B. Whitfield and where-
as the said Winniford B. Whitfield is seized
and possessed of and well entitled to a
considerable amount of both real and per-
sonal estate and whereas the said Herriage
W. Blount is desirous that the said Winni-
ford B. Whitfield shall have, hold, use, occupy
enjoy and transfer all and singular the afore-
said property and Estate in as full and ample
a manner notwithstanding her said marriage
as if she were a feme sole. Now therefore, for
and in consideration of the premises as well as
for and in consideration of the sum of one
dollar to the said Winniford B. Whitfield and
Herriage W. Blount, each in hand paid by
the said William H. Washington and before
the sealing and delivery of these presents the
receipt whereof is hereby acknowledged, the
said Winniford B. Whitfield has bargained
sold and conveyed, assigned, transferred and
set over and by these presents does bargain
sell, convey, transfer, assign and set over,
and the said Herriage W. Blount doth hereby
release, quit claim and assign to the said
William H. Washington all the right, title and
interest of the said Winniford B. Whitfield
in and to the real, personal and perishable
Estate of the late James B. Whitfield, deceased.
The same being an undivided one eighth

part of the whole of said Estate, real, personal
 and perishables To have and to hold, all and
 Singular the said real Estate to him the
 said William H. Washington, his heirs and
 assigns forever, and the said personal
 Estate to him the said William H. Washing-
 ton his Executors, administrators and
 assigns forever. In Special trust & con-
 fidence nevertheless and upon the express
 condition, that he the said William H.
 Washington his heirs Executors, admin-
 istrators or assigns shall and will allow
 the said Winniford to have, hold, use, occupy,
 and enjoy all and Singular the Estate and
 property aforesaid and to hold and use the
 rents, hires, and profits thereof to her sole
 and Separate use and benefit, free, clear
 and discharged from the debts or contracts
 of her husband the said Heritage W. Blount
 for and during the Coverture of her the
 said Winniford—And in the further trust
 and confidence that the said Winniford shall
 and may at any time have full power and
 authority, notwithstanding her coverture, to
 make, cancel or annul this Deed and the
 Estate hereby conveyed or to convey any part
 or all of the same to such person or persons
 as she may choose, either by Deed or will
 in the nature of an appointment and that
 the said William H. Washington shall and
 will execute such conveyances as may be neces-
 sary to effectuate her intentions in the pre-
 mises, And in the further trust and Con-
 fidence, that if the said Winniford shall
 survive the said Heritage, then the said
 William H. Washington his Executors or admin-
 istrators shall Surrender or deliver up all the
 said Estate to her the said Winniford; but if the
 said Winniford should die during the coverture
 without making a disposition of the said
 property or Estate either by deed or will as afo-
 said and leaving issue her surviving then the
 said William H. Washington his Executors, admin-

istrators shall and will hold the to the use and benefit of the said Heritage during his life, and upon his death, shall convey and deliver up all and singular the said estate both real and personal to the said child ~~or children~~ and their representatives in absolute property. And in the further trust and confidence that if the said Winniford should die without issue or the representatives of such her surviving and without disposing of the said property and estate, either by Will, or will then, and in that case the said Wm H. Washington his Executors, administrators shall convey, surrender and deliver up, all and singular, the said Estate to the said Heritage W. Blount in absolute property. And it is further understood, stipulated and agreed by and between the parties to these presents that the said Heritage W. Blount shall and will at any time hereafter make and execute all such other and further conveyances as may be necessary or propose to effectuate the object or intention of this conveyance. In witness whereof the parties aforesaid have hereunto set their hands and affixed their seals on the day and date first above written

Winniford B. Whitfield (seal)
 Witness, Alex C. Blount Heritage W. Blount (seal)
 Wm H. Washington (seal)

State North Carolina

Be it known that before me, the undersigned Judge of the Superior Courts of Law and Equity in and for the State aforesaid Alex C. Blount the subscribing witnesses to the foregoing deed of Winniford Bryan Whitfield, H. W. Blount and William H. Washington, proved the same in due form of Law to be the act and deed of the said parties thereto for the purpose therein mentioned at New Bern this the 6th day of February A. D. 1851 Wherefore let the deed and this certificate be registered

M. O. Manly

Enrolled in the Register office of Senoir County March 7th 1851
 Stephen White - Regr.

226 sale
Bill of sale from John H. Peebles, Atty for Ann B. Cobb Trustee for
Jerse Cobb to Wm H. Washington Trustee for
Heritage W. Blount

Know all men by these presents that I John
H. Peebles of the County of Senoir and State of
North Carolina by virtue of a power of Attorney
to me executed bearing date January the fourth
(4th) A. D. 1854 by Ann B. Cobb of the said County
& State Trustee to the Deed of Grant on settle-
ment made and executed by Jerse Cobb of the
aforesaid County and State to her bearing
date the thirtieth (30) day of April A. D. 1844 by
virtue of the powers and authorities vested in
her by said Deed and in obedience to the
deed of appointment made also by Jerse
Cobb to her the said Ann B. Cobb bearing
date the fourth (4) day of January A. D. 1854
authorizing empowering and directing the
said Ann B. Cobb to make sale of the lands
and slaves therein mentioned in execution
of the powers reserved to him in said Deed
and for and in consideration of the sum of
Six Hundred and fifty five dollars to me
in hand paid by William H. Washington
Trustee under a marriage contract for
Heritage W. Blount and Winniford B. his wife
of the County and State aforesaid before the
execution of these presents the receipt where-
of is hereby acknowledged, have given, gran-
ted, bargained, and sold unto the said
William H. Washington Trustee as aforesaid
a certain female negro slave named Anarely
aged about nine years. To have and to
hold said negro female slave Anarely to
him the said William H. Washington his
Executors and administrators as Trustee as
aforesaid for the said Heritage W. Blount
and Winniford his wife forever. In witness
whereof I the said John H. Peebles attorney in fact
as aforesaid have hereunto set my hand and
seal this the fourth (4) day of January A. D. 1854
signed sealed & delivered in presence of Jno. J. Coleman, John H. Peebles (seal)
Ann B. Cobb, Trustee for Jerse Cobb

State of North Carolina Court of Pleas & Quarter
 Senoir County Sessions, January Term 1854

Then was the foregoing
 Bill of sale from J. H. Peebles Attorney in
 fact for Ann B. Cobb Trustee for Jesse
 Cobb to W. H. Washington Trustee for
 H. W. Blount & Winniford B his wife exhib-
 ited in open Court & the execution thereof
 duly proven by the oath of John Coleman
 the Subscribing witnesses thereto & ordered
 to be Registered

N. Hunter Clk.
 Enrolled in the Registers Office of Senoir
 County on the 10th day of January A. D. 1854
 S. White. Reg^r

Deed James R. Whitfield to Allen W. Wooten

This Indenture made & executed this the seven-
 th day of September in the year of our Lord
 one thousand eight hundred and forty
 between James R. Whitfield of the County
 of Senoir & State of N. C. of the one part & Allen
 W. Wooten of the same County & State afore-
 said of the other part Witnesseth that the
 said James R. Whitfield for and in consider-
 ation of the sum of Four thousand three
 hundred dollars to him in hand paid or
 seemed to be paid by Allen W. Wooten, the
 receipt whereof he doth hereby acknowledge, hath
 granted bargained and sold unto the said
 Allen W. Wooten a certain tract or parcel of
 Land situated lying & being in the County of
 Senoir & State of N. C. on the South side of Tellico
 River between Trotters and Panther's Creeks.
 Beginning at the mouth of Panther's Creek where
 it empties into Trotter's Creek & runs up the
 various courses of Panther's Creek to the
 mouth of Halfway Branch, then up said
 Branch to a spring or Poplar a corner of the
 Cannon Lands in said Branch to the old
 ford known as Pipkins ford across Half-way

Branch, then South 45 East to the line of the Bannan Lands from said Poplar corner in Halfway Branch to Willis Pipkin's corner then north his lines to the Poly Bridge Branch then down said Branch to where it empties into Trotters Creek, then down the various courses of said Creek to the beginning excepting a small piece at the end by the Mill-dam which Needham Whitfield deeded to Thomas Rouse the above described Lands was deeded to James B. Whitfield by Needham Whitfield bearing date the thirtieth day of March 1837. the above described Lands is supposed to contain nine hundred acres be the same more or less. I do have & to hold the said Lands with all the improvements, privileges & advantages to the same belonging unto the said Allen W. Wooster his heirs & assigns forever to him & their only proper use, benefit & behoof forever & I the said James B. Whitfield will warrant & forever defend the same against the lawful claim or claims of any person or persons whatsoever, In witness whereof I the said James B. Whitfield herewith set my hand and affixed my seal on the day and year first above written signed, sealed & delivered in presence of us—
signed Willis Pipkin.

Set-signed

Geo. Whitfield

signed James B. Whitfield

(Seal)

Deed—Richard A. Whitfield to Wm. H. Washington
1858

This Indenture made and executed this the first day of February Anno Domini Eighteen Hundred and fifty, Eight between Richard A. Whitfield of Wayne and State of North Carolina of the first part, and William H. Washington Trustee of Winniford B. Blount wife of H. W. Blount of the County of Craven

and said State of the second part, Witnesseth that the said party of the first part for and in consideration of the sum of Fifty Five Hundred and twenty five Dollars to him in hand paid by the said party of the second part at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged, has, granted, bargained, sold, remised, aliened, released and confirmed and by these presents does fully and absolutely, grant, bargain, sell, remise, alien, release and confirm unto the said party of the second part trustee as aforesaid his successor or successors as trustee or trustees forever one certain tract or parcel of land situate lying and being in the aforesaid County of Senoio & State of North Carolina on the South side of New River bounded as follows, Beginning at a White Oak on the River bank being the last corner of Lot No. one, running South fifteen (15) West four hundred and seventy eight (478) Poles to the center of three Post Oaks in the public road; thence South nine (9) East with the public road one hundred and sixty (60) poles to a Gum on Halfway branch where the public road crosses said Branch, thence South thirty five (35) West one hundred and sixty (60) poles to a Pine being a corner in Lot No. one; thence North fifty nine (59) West Forty three (43) poles to a Black Gum in the Sand Ridge, thence North Sixty (60) West forty five (45) poles to a stake on the Back line thence North fifteen (15) West to a White Oak on the River Bank, thence down the River to the point of beginning, containing four hundred and seventy (470) acres be the same more or less, It being the land of the said Richard A. Whitfield which descended to him in the division of the lands of his father James B. Whitfield deceased in Senoio County, to have and to hold the said tract of land above described with all and singular the premises appertaining

uses and privileges to the same belonging or in any wise appertaining and all the ways woods watercourses, Mill, Millsites mines and minerals to the same belonging and every part and parcel thereof over to him the said William H. Washington trustee as aforesaid of Winniford B. Blount wife of H. W. Blount his successor or successors as trustee or trustees forever, free and clear from any and all incumbrances whatsoever and the said Richard H. Whitfield of the first part for himself his heirs executors, administrators and assigns doth covenant and agree to warrant and forever defend the right and title to the above described land and premises unto him the said William H. Washington trustee of aforesaid Winniford B. Blount wife of H. W. Blount his successor or successors as trustee or trustees, against all and every claim or claims of any other person or persons whatever. In Witness whereof I have hereunto set my hand and seal the day and date above written

signed sealed & delivered
in presence of

Nathan B. Whitfield
Bryan Whitfield

(seal)

Judgement—Silas Cox Vs. Eli Saper.
Executor G. Hornegay.

Judgement against Defendant for the sum of Fifty three $\frac{93}{100}$ Dollars with interest from Nov. 2nd 1842, and costs this the 26 day of Apr. 1856.

R. Rayner, J. P

Execute and sell to satisfy the above judgement and costs, This the 26th day of April 1856

R. Rayner J. P

Advertise in three public places according to law on 3^d day of June, attend the sale and

for the want of a bidder No Sale

Execution renewed Aug 14th 1856 Geo. Kornegay

Execution renewed, November 3^d 1856 R. Rayner J. P.

The above execution renewed R. Rayner J. P.
according to law this the 3^d of Jan. 1857

Execution renewed according to law 3rd Apr. 1857

Execution renewed 3^d July 1857 R. Rayner J. P.

Execution moved Nov. 3rd 1857 R. Rayner J. P.

R. Rayner J. P.

Warrant for Eli Saper.

State of North Carolina
Wayne County

Go any Lawful Officer to Execute and Return Within Thirty Days From The Date Hereof (Sunday Excepted)

You are hereby commanded to take the body of Eli Saper and him safely keep so that you have him before me or some other Justice of the Peace for said County to answer the complaint of Alvin Wooten Adm^r of James B. Whitfield to the said Saper for the non-payment of the sum of Fifty five Dollars by note

Herein fail not. Given under my hand the 23 day of April, A. D. 1856

R. Rayner J. P.

Draft of letter to Secy of Association for supply of Teachers

Kinston Lenoir County, N. C.
February 1st 1841

Sir,

Having found an arrangement with several of my neighbors to establish a school in our vicinity I beg leave in my own & their

behalf to submit to the Society for the Supply of Teachers the following application.

1st - The station to be filled is that of a Teacher in a private Seminary, but intended to prepare boys for the University at Chapel Hill.

2nd - He must be a single gentleman and without family.

3 - The scholastic year will consist of four quarters of 12 weeks or two series of 24 weeks, the remainder of the calendar year may be appropriated to vacations and divided between the quarters or series in any manner that will best suit the convenience of the parties concerned. - the teacher will be required to attend school five days in the week, the number of school hours will vary with the seasons, say from seven to nine hours in the day. The average number of pupils will not exceed 30 probably & may be limited if desired to 40.

4. There will be allowed to the teacher an absolute salary of four hundred dollars the year, besides board & washing which will be furnished by his employers (four in number) in their families in equal portions of time or in some one of them for the whole year free from charge or expense to the teacher.

5. - The traveling expenses from Philadelphia to this place will probably be about 35 or 40 dollars & the most direct & expeditious Route is by way of Baltimore & Norfolk to Goldsborough in this State, when the Stage for New Bern may be taken which passes through this place.

6. It is desirable with us to have the school in operation as early day as possible, say by the first of March, but if a suitable engagement cannot be made by that time we would wait until the first of April if assured that

we can by that time be supplied.

7 The school will have ~~an~~ distinctive religious character.

8. - It will have a country location in the upper part of Jones County, & near the Senoia line about 15 miles from tide water & is believed to be as healthy as most situations in this region of Country.

9. - The Teacher will be expected to defray his traveling expenses, the amount however will be advanced on account of his salary on his arrival if desired by him.

10 - The Selection of His situation is committed wholly to the Society without further reference to us, and the contribution of 2 1/2 per cent on the Salary will be made in due time.

11 - Reference may be had in A. B. N

Memo. To notice G. Howtie & Saml. Y. Biddle to pass on deposition.

To summon Peter Phillips & Reuben Phillips to ascertain who are the heirs at law of Stephen Phillips.

To the Secretary of the Association for the supply of Teachers,
Philadelphia

Deed of Sale Nathaniel Byrd To Richard Byrd
1797

This Indenture made this Sixth Day of November in the year of our Lord One Thousand Seven Hundred and ninety seven Between Nathaniel Byrd of the State of South Carolina and County of Orange of the one part and Richard Byrd of the State of North Carolina and County of Senoia of the other part Witnesseth
Whereas I the said Nathaniel Byrd for and in consideration of the sum of thirty three pounds Six Shillings and Eighty pence to me in hand paid by said Richard Byrd sen. before the sealing and delivery of these presents the

Receipt whereof I do hereby acknowledge myself therewith fully, satisfied, Contented, and paid Have Given Granted, Bargained, sold Aliened Enfeoffed Conveyed, Confirmed, and assigned & set over unto the said Richard Byrd his Heirs, Exors Adms, and Assigns forever a certain Plantation, tract or parcel of Land containing by Estimation three hundred and seventy five Acres, Situate Lying and being in Lenoir County, and on the East Side of ~~Halling~~ ^{Halling} Creek Beginning at a black gum standing in the mouth of a branch in the plantation & Runs up the various Courses of the Branch so far as will make 164 poles in a straight Line to a Gum in the patent Line thence with Same Thomas patent Line S 20 East 116 pole to a post Oak thence S 70 West 160 poles thence to the Beginning

Also one other Tract of Land Beginning at a pine Richard Byrd Senr. Decd. third Corner and on the North Side of ~~Shanping~~ ^{Shanping} Run and Run the patent Line Riverside No 68 East 136 pole to a lightwood Stump thence S 35 East 100 pole to a pine the beginning of said patent thence with the Ginseng Line Reversed to the Last Corner of said patent being Nathaniel Byrd Legatees Corner thence with there line S 88 West 246 poles to a post oak thence N 45 West 44 pole to a pine on the Branch then down the branch to where it Richard Byrd Line Crosses the same thence S 20 East to the Beginning for three hundred and seventy six acres be the same more or less. to have and to hold the said Granted and bargained premises with all the privileges and appurtenances to the same belonging or in any wise appertaining to him the said Richard Byrd, his heirs and Assigns forever to his and there only proper use, benefit and behoof and I the said Nathaniel Byrd for myself my heirs, Exors, Adms, and Assigns do Covenant and Engage to warrant and Defend the said Demised premises

unto the said Richard Byrd, Senr. his heirs, Exors, Adms, and assigns forever against the claim of me, my heirs forever, but I do not warrant from any other person or persons by virtue of these presents in witness whereof the said have hereunto set my hand and seal the Date first above written

Nathaniel Byrd (seal)

signed, sealed and Delivered

in presence of

Sam Byrd

Edward ^{this} Byrd
mark

April Court 1798

State of North Carolina } Then was the within
Lenoir County } Deed of Sale duly proved
in Open Court by the oath of Samuel Byrd
a subscribing Witness thereto and ordered
to be Registered

Enrolled in the Registered Office of Lenoir County in Liber A. No 2 Pages 199. 200 & 201, the 5th day of June A.D. 1798

For Jas. Bright Regr.
Wm. M. Lovick

Deed } Moses Parker To Richd. Byrd No 6.
of Sale } A.D. 1790

This Indenture made this tenth Day of February And in the year of our Lord One thousand Seven hundred and Ninety, Between Moses Parker of the State aforesaid of the One part and Richard Byrd of the same State and County the Other Part Witnesseth Whereas I the said Moses Parker for and in consideration of the sum of Seventy five pounds Specie money in hand paid by Richard Byrd before the Insealing and Delivering of those presents the receipt whereof I do hereby acknowledge myself fully satisfied Contented and paid have given granted, Bargained Sold, Alien'd Emfeoff'd

convey Confirm Assign and Set over unto
 the said Richard Byrd his heirs Executors
 administrators and assigns forever a
 certain Tract or parcel of land Containing
 One hundred and fifty acres more or less
 Situate Lying and being in Dobbs County
 On the East side of falling Creek Begin-
 ning at a pine Richard Byrd Corner and
 Running East Eighty pole to a post oak
 then South two hundred and forty pole
 to a pine thence west One hundred and
 Twenty pole to a Red Oak in Richards
 Byrd line thence with said line
 North two Degrees East two hundred
 and fifty poles to the beginning It
 being a survey of land patented by
 John Greel bearing date oct 8 in One
 Thousand Seven hundred and Seventy eight 1778
 To have and to hold the said granted
 and bargained premises with all
 the privileges and appurtenances to the
 same belonging or in any wise appertain-
 ing to him the said Richard Byrd his
 heirs or assigns forever to his or theirs
 only Proper use benefit & behoof of the
 said Richard Byrd yielding and pay-
 ing unto the State the Tax Hereafter be-
 coming due on said land and I the
 said Moses Parker for myself my heirs &
 assigns do covenant and engage to war-
 rant and Defend the said Demised pre-
 mises unto the said Richard Byrd his
 heirs Executors administrators and assigns
 forever against the Lawful Claim
 or Claims of any person or persons
 whatsoever Claiming any Right title
 or Interest by grant or otherwise or
 by any Other means whatsoever Wit-
 ness whereof I have hereunto set my
 hand and affixed my seal the day and
 year first Herein written
 signed sealed and

Moses Parker (seal)

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Delivered in presence

of Samuel Byrd
Thomas ^{his} Byrd
mark

State of North Carolina } Jan'y Term 1792
Dobbs County } which was the
duly proved in Open Court by the Oath
of Samuel Byrd & subscribing witnesses
thereto and ordered to be Registered

Enrolled in the Register's office of Dobbs
County this 3^d day of February 1792
By D. Canwell Regr

Deed: — Benja Byrd To John Byrd.

This Indenture made the ninth day of
August in the year of our Lord One thou-
sand Eight hundred & two between Benja-
mine Byrd of the State of North Carolina
& County of Lenoir of the one part & John
Byrd of the County & State aforesaid of
the other part witnesseth that the said
Benjamin Byrd for and in consideration
of the sum of three hundred Silver Dol-
lars to him in hand paid by the said John
Byrd at & before the sealing & delivery
of these presents the Receipt whereof is hereby
Acknowledged that he the said Benjamin
Byrd hath Bargained Sold Granted Aliened
and Confirmed & by these presents doth
hereby Bargain Sell Alien & Confirm
forever unto the said John Byrd his
heirs & assigns forever One Certain tract
plantation or parcel of Land Lying in
the County of Lenoir Situate on the North
side of Jarrasping Run Containing by esti-
mation One hundred Acres more or less

and bounded as followeth - Beginning at
 a red oak in Thomas Byrd line in a
 bottom and runs North fifty three West
 One hundred & Sixty pole to a post oak
 standing near the head of the Huckleberry
 Pond thence Down the stream to jumping
 Run thence Down the various Courses
 of jumping Run to Thomas Byrd line
 of a patent Granted to John Clark thence
 with said line South Sixty Eight, west
 to his other corner line of a patent Gran-
 ted to Samuel Thomas thence north
 that line to the Beginning, it being
 part of two patent line Granted to Richard
 Byrd the other to John Hooley, with all
 and singular its appurtenances and all
 houses out houses Orchard Garden
 ways, waters & water Courses thereunto
 belonging or in any ways appertaining. To
 have & to hold the said messuage of land
 & Bargained premises with all and sing-
 ular its appertenance and Every part & par-
 cel thereof to the only proper use Benefit
 and behoof of him the said John Byrd
 his heirs and assigns without molestation
 of him the said Benjamin Byrd his heirs
 Exrs. Adms. Assigns and I the said Benjamin
 Byrd for myself my heirs Exrs. Admr. or assigns
 the said Bargained premises and Every part
 & parcel thereunto the said John Byrd his
 heirs Exrs. Adms or assigns Shall & will
 warrant & forever defend by the presents
 to be free and clear from all Incumbrance
 & from the Lawful Claims of all and every
 person or persons whatsoever. In witnesses
 hereof I the said Benjamin Byrd hath
 hereunto set my hand & affixed my seal
 Benjamin Byrd (seal)

signed, sealed & Delivered

in presence of
 Simon Herring
 Sam Byrd

Lenoir County, October Term 1802
 When the within was proved in open
 court by Simon Herring a subscribing
 witness thereto & ordered to be registered

Enrolled in the registers office of Lenoir
 County in Liber B page 192 & 193 this
 20th day of Oct. 1802

Jas. Brights Regr.

Quit Claim Deed. - Fereby Byrd To Wm Herring

1815

This Indenture made this 5th day of January 1815-
 Between Fereby Byrd of the County of Lenoir
 & State of North Carolina on the one part & Wil-
 liam Herring of the same place of the other
 part Witnesseth that the said Fereby Byrd
 for and in consideration of the sum of One
 Hundred & Eighteen Dollars to her in hand
 paid by the said William Herring before
 the signing & sealing of these presents
 the receipt & payment whereof is hereby
 acknowledged - I the said Fereby Byrd
 do therefore Assign & Quit Claims unto
 him the said William Herring his Heirs &
 assigns - to fifty nine acres of land, being
 one third part of my dower in the lands
 of my Decd. Husband Thomas Byrd - to be
 laid off in the S^o or lower End of said land
 joining the lands of Jesse Byrd Decd. by a
 line S^o 70^o 00' from said Herring's line to
 falling Creek - To have & to hold the said
 59 acres of Land from me my heirs & assigns
 for & during the term of my natural life
 In witness whereof I the said Fereby Byrd
 hath set my hand & seal the day & year above
 written

signed, sealed &c
 in presence of
 Wm Brown
 Saml B. Byrd.

Fereby Byrd (seal)
 per
 J. H. Herring

B. S. Deed. No. 5 - William Aldridge to Richard Byrd

1793

State of North Carolina Lenoir County
 This Indenture made the 25th day of
 May in the year of our Lord One thousand
 Seven hundred and Ninety, three Between
 William Aldridge Bk. of the one part and
 Richard Byrd jun. of the other part, Witnesseth
 that for and in consideration of the sum of
 Six pounds Current money of this State
 to the said William Aldridge Bk in hand
 paid by the said Richard Byrd junr. At or
 before the sealing and signing and delivery of
 these presents the Right Whereof he doth
 hereby acknowledge therefore doth Release
 Acquitt and discharge the said Richard Byrd
 junr. Executors and Administrators by these
 presents he the said William Aldridge Bk
 Granted bargained, Sold alieneed and
 Confirmed ^{and} these presents doth Grant,
 bargain Sell, alien and Confirm and the
 said Richard Byrd junr and his heirs a
 certain piece or parcel of land Bounded as
 follows. Beginning at a pine Richard Byrd Jr
 and John Cruls Jr and the said William Ald-
 ridge Bk corner and runs East 10 poles to a
 post oak John Cruls corner then S. 240 poles
 to a pine, then west 75 poles to a post oak in
 Cruls line then S 20 west 22 poles to a Black
 oak then S 60 Et 56 poles to a pine Benjamin Creech
 corner then N 80 Et 294 poles to a pine Ben Creech's
 corner near the head of the jump pond then
 N 60 W 120 poles to a stake thence N 97 W 54 pole
 to a pine near jumping Run Branch then S 15
 Et 30 pole to the beginning be the same 130
 acres more or less together with all houses
 out houses, gardens, orchards, Ways, waters
 and water courses, mines and minerals and all
 the property and Commodities thereunto belong-
 ing or in anywise thereunto belonging to have
 and to hold the said bargained premises with
 every appurtenance unto the said Richard
 Byrd Junr his heirs and assigns forever and
 every part and parcel thereof to the proper

use and behoof him the said Richard Byrd Jun^r his heirs and assigns forever without molestation of him the said William Aldridge Bk^r his heirs Executors Admrs. or assigns forever and the said William Aldridge Bk^r for himself, his heirs, Executors Admrs. and assigns the said Bargained premises And Every part and parcel thereof shall and well warrant and forever defend by these presents unto the said Richard Byrd Jun^r his heirs and assigns the Lawful Claims of all and every person or persons whatsoever In witness Whereof I the said William Aldridge Bk^r have Hereunto set my hand and fixed My seal this day and date above written 1793

signed, sealed & delivered in presence of Samuel Byrd Jesse ^{his} Farmer mark

William Aldridge Bk^r (seal)

State of North Carolina October Court 1794
 Lenoir County } Then was the within
 Deed of sale duly
 proved in Open Court by the oath of Samuel Byrd a subscribing witness there to and ordered to be registered

Test

Winston Caswell Clk.
 Enrolled in the Registers Office of Lenoir County in Liber D 159, 160 & 161 the first day of November 1794 By Wm Lovick

for
 W. Caswell Regr.

Rasberry Byrd & Thomas Byrd To W^m Herring

18

This Indenture made this fifth day of January in the year of Our Lord One Thousand Eight Hundred and fifteen¹⁸¹⁵ Between Rasberry & Thomas Byrd of the State of South Carolina of the One part and William Herring of the State of North Carolina & County of Senoior of the other part - Witnesseth that the said Rasberry & Thomas Byrd for & in consideration of the sum of Eight Hundred and Seventy Six dollars to them in hand paid by the said William Herring before the signing & sealing of these presents the receipt and payment whereof is hereby acknowledged and the said Rasberry & Thomas have therefore Bargained & sold assigned & Set Over, And we do hereby Bargain & sell assign & Set Over unto him the said William Herring his Heirs & Assigns, The following Tract or parcel of Land Situate lying & being in the aforesaid County of Senoior on the East Side of Falling Creek & North side of Jumping run joining said Herrings Land the lands of Jesse Byrd Decd. viz - Beginning at a pine in said Herrings Line William Garner's Corner, and runs with Herrings Line S 22 E 118 poles to a stake in Jesse Byrd's Decd. Line thence with his line South 68 west 160 poles then North 20 west with the given line of a patent granted to Samuel Thomas One Hundred & eighteen poles to William Garner's Corner thence with his line North 70 East 160 poles to the Beginning Containing One hundred & eighteen Acres - It being part of a patent granted to Samuel Thomas for three hundred Acres - Being the land of Thomas Byrd decd., and by his will given to his two sons parties to this Deed - To have and to hold the aforesaid bargained Land, & premises with its appurtenances and Improvements of every kind whatsoever and free & Clear of all manner of

Incumbrances (Excepting the life Estate
of our Mother, of Mother Hereby Byrd - as
described in the will of Thomas Byrd Deed.)
unto him the said William Herring his
Heirs & assigns forever in fee simple -
And we the said Rarberry & Thomas do
hereby Covenant & agree to and with the
said William Herring - that we will by
ourselves our Heirs Exors. & Adms. forever
warrant & defend the lawful title of the
aforesaid Bargained Land & premises full
& Clear of & from all former Deeds, gifts
Grantor or Conveyances whatsoever unto him
the said William Herring his Heirs and
assigns forever (Excepting the life time
of Hereby Byrd as before excepted). In Witness
whereof we the said Rarberry & Thomas
hath set our hands & seals the day and
year above Written -

signed, sealed &c
in presence of
J. W. Brown
Saml. Byrd

Rarberry Byrd

(seal)

his
Thomas + Byrd
mark

(seal)

State of N. Carolina Senoir, January Term 1816
Then was the foregoing Deed
of Sale duly proved in Open Court by the
oath of Saml Byrd a subscribing witness
thereof & ordered to be registered

J. Westbrook clk

Enrolled in the Registers office of Senoir
County the 15th January 1816

Jas. Bright Regr.

Deed - John Aldridge To Richard Byrd.

1800

This Indenture made the first Day of January in the year of our Lord One thousand Eight hundred Between John Aldridge of the State of North Carolina and County of Senoior of the One part and Richard Byrd Senr. of the County and State aforesaid of the other part Witnesseth - that the said John Aldridge for and in consideration of the sum of twelve pounds to him in hand paid by the said Richard Byrd at and before the sealing and Delivry of these presents the Receipt whereof is hereby acknowledged that he the said John Aldridge hath Given, Granted, Bargained, Sold, Aliened and confirmed and by these presents doth hereby bargain, sell, alien and forever Confirm unto the said Richard Byrd his heirs and assigns a certain tract plantation or parcel of Land Situate Lying and Being in Senoior County, on the North Side of Jumping Run, Beginning at a stake William Aldridge Corner on Thom as Byrd Line and runs North twenty, eight, thirty nine poles to a pine Richard Byrd Patent Corner thence with Byrd line North 68 (Sixty eight) East ninety five pole to the Run of Jumping Run thence down said run to Thomas Byrd line then with his line to the beginning Containing twelve acres more or less at Being part of survey granted to John Aldridge, Together with all houses out houses, Gardens, orchard, Ways water and water courses thereunto belonging or in any way appertaining - To have and to hold the said land and Bargained premises with every appertinence unto the said Richard Byrd his heirs and assigns Executors, Admrs, and assigns forever without molestation of him the said John Aldridge his heirs, Exrs, Admrs, or assigns forever and I the said John Aldridge for myself, my heirs, Exrs, Admrs, and assigns the

saide Bargained premises and every part
and piece thereof shall and will warrant
and forever defend by these presents unto
the said Richard Byrd his heirs and
assigns against the Lawful claims of all
and every person or persons whatsoever.
In witnesses whereof I the said John Ald-
ridge have hereunto set my hand and
affixed my seal the day and year first above
written.

John^{ms} Aldridge (seal)
mark

signed, sealed &
Delivered in
presence of
J. W. Newborn
Thomas Samson

North Carolina } January Court 1801
Lenoir County } Then was the within
Deed Ackd. and ordered
to be registered

Sms. Bright C. C.
Enrolled in the Registers Office of Lenoir
County in Liber B. page 240 the 20th January 1801
Jas. Bright Regr.

Deed.

1819

Wm Garner To Wm Herring.

This Indenture made this third day of
December in the year of Our Lord one
thousand Eight Hundred and nineteen
Between William Garner of the State of
North Carolina & County of Lenoir of the one
part and William Herring of the State and
County aforesaid of the other part Witnesseth
that the said William Garner for and in
consideration of the sum of Six Hundred
dollars to him in hand paid by the
said William Herring before the signing
and sealing of these presents the Receipt
and payment whereof is hereby acknowledged
I the said William Garner have therefore
bargained and sold assigned and set over &

I do hereby bargain and sell, assign and set over unto him the said William Herring his heirs and assigns the following Tract or parcel of land Situate lying and being in the aforesaid County of Schoir on the East side of falling Creek and North side of Jumping Run going sd. Herrings run line (viz.) Beginning at a post oak and Run with sd. Herrings line S²² East 59 Pole to a pine thence S⁶⁸ West 160 pole to falling Creek thence up said Creek to where it intersects said Herring line and thence to the beginning Containing fifty nine Acres it being part of a patent granted to Saml Thoms for three hundred Acres being the lands of Thos. Byrd ~~decd~~ and by his will given to me. To have and to hold the aforesaid bargained land and premises with its appurtenances and improvements of Every kind whatsoever and free and clear of all manner of Incumbrances Excepting the life estate of my grandmother Herry Byrd as described in the will of Thos. Byrd ~~decd~~ unto him the said William Herring his heirs & Assigns forever in fee Simple and I the said William Garner do hereby Covenant and agree to and with the said William Herring that I do for my heirs Exrs. or Adms. forever Warrant & Defend the Lawful title of the aforesaid Bargained land and premises free and clear of and from all former deeds, gifts Grants or Conveyances whatsoever unto him the said William Herring his heirs and assigns forever In Witness whereof I the said William Garner hath set my hand and seal the day and year above written
signed, sealed &c.

in presence of

John Stephens
James Wiggins Quin

Wm Garner (seal)

State of N. Carolina, April Term 1821
 Lenoir County, { This was the foregoing
 deed of Sale duly proved in Open Court
 and by the Oath of John Stephens one of the
 subscribing witnesses thereto and ordered
 to be registered -

O. Wentbrook clk
 Enrolled in the Registers Office of Lenoir
 County the 19th day of April 1821
 W. Brewell Regr.

Deed No. 17

John Byrd To Richard Byrd Junr.
 1798

This Indenture made the twentieth Day of
 February in the year of our Lord One thou-
 sand Seven hundred and Ninety Eight
 Between John Byrd of the State of North
 Carolina and County of Lenoir of the One
 part and Richard Byrd Senr of the County
 and State aforesaid of the other part Witnesseth
 Whereas, I the said John Byrd for and in
 consideration of the sum of Eight pounds
 Six Shillings & Eight pence to me in hand
 paid by the said Richard Byrd Senr before
 the sealing and Delivery of these presents the
 Receipt whereof I do hereby acknowledge
 myself there with fully satisfied, Contented
 and paid; have given, granted, bargained
 sold, Aliened Enfeoffed, Conveyed, Confirmed
 Aliened and set over unto the said Richard
 Byrd his heirs, Execrs, Adms, and assigns
 forever, a certain Plantation, Tract or parcel
 of land Containing by Estimation three
 hundred and seventy Six Acres Situate, lying
 and being in Lenoir County and on the
 East side of Falling Creek, Beginning at a
 black Gum standing in the mouth of a
 branch that runs through the plantation
 and runs up the various courses of the
 Branch, so far as will make 164 pole in
 a straight line to a gum in the patent
 line thence with Samuel Thomas's patent line

South 20 East 116 pole to a post oak, thence
 South 70 West 160 pole thence to the beginning.
 Also, one other tract of land, Beginning at
 a pine Richard Byrd Deed. Corner and on the
 North side of Jumping Run and then with
 the patent Line Reversed North 68 East 136 pole
 to a lightwood stump thence South 35 East
 100 pole to a pine the Beginning of said Byrd
 patent thence with the Giving Line Reversed
 to the East Corner of said patent being Nathan
 Byrd's Deed Corner thence with this line
 So. 88 West 246 pole to a post oak thence North
 45 West 44 pole to a pine on the Branch thence
 down the Branch to a pine Richard Byrd
 patent Line Crosses the same thence S 20
 East to the beginning for 376 Acres be the
 same more or less To have and to hold
 the said Granted and bargained Premises
 with all the privileges and appurtenances
 to the same belonging or in any wise apper-
 taining to him the said Richard Byrd his
 heirs and assigns forever to him and
 these only proper use benefit and behoof
 and I the said John Byrd for myself my heirs
 Exors. Adms. Assigns Do Covenant and Engage
 to Warrant and Defend the said Demised
 premises unto the said Richard Byrd and
 his heirs Exrs. Adms. and assigns forever aga-
 inst me and my heirs forever but I do not
 warrant from any other person or persons by
 virtue of these presents in Witness whereof
 I have hereunto set my hand and seal the
 Day and Date first above writtten
 signed, sealed and
 Delivered in presets of
 Sam Byrd
 Benjamin Byrd

John Byrd ^{his} _{mark} (seal)

State of North Carolina
 Senoir County

April Court 1798
 Then was the within
 Deed of Sale duly proved
 in Open Court by the oath of Samuel
 Byrd Esquire a subscribing Witness there

to and ordered to be registered

Best

Enrolled in the Registers Office of Lenoir County in Liber A. No 2 pages 207, 208 & 209 the 6th day of June A.D. 1798

For James Bright. Regr.

Wm Lovick

Deed

Richard Byrd To Benjamin Byrd

1800 This Indenture made this first Day of January in the year of our Lord One thousand Eight Hundred between Richard Byrd Senr of the State of North Carolina and County of Lenoir of the one part and Benjamin Byrd Son to the said Richard Byrd of the County and State aforesaid of the other part witnesseth that the said Richard Byrd as well for and in consideration of the natural love and affection which I have and bears unto my son Benjamin Byrd also for the Better maintainance and preferment of the said Benjamin Byrd hath given Granted aliened enfeofed and confirmed unto the said Benjamin Byrd all that messuage or tenement of Land, Situate lying and being in the County aforesaid on the North side of Jumping Run beginning at a red oak in Thomas Byrds line in a bottom and runs North fifty three West one hundred and Sixty pole to a post oak, standing on a dreen near the end of the huckleberry pond thence down the dreen to Jumping Run thence down the various courses of the Run to Thomas Byrd line of a patent Granted to John Clark then with said line South sixty eight West to his other line of a patent Granted to Samuel Thomas thence with that line to the beginning, Containing one hundred acres more or less it being part of two surveys, one granted to Richd Byrd the other granted to John Aldridge with all and singular

its appertenance and all houses, out houses
 land &c and the Reversion and Reversion
 Remainder and Remainder, Rents and services
 of the said premises and all the Estate, Right
 Title, interest property, Claim and demand
 whatsoever of him the said Richard Byrd of
 in and to the said messuage or tenement
 Land and premises of in and to every part and
 parcel thereof with the appertances and all
 Deed Evidence and writing concerning the
 said premises now in the hands of the
 said Richard or which he may come at with-
 out Suit in Law. To have and to hold the
 said messuage tenement Land and premises
 hereby given and granted or Mentioned or inten-
 ded to be given and granted unto the said
 Benjamin Byrd his heirs and assigns for-
 ever to the only proper use, benefit and be-
 behoof of him the said Benjamin Byrd his
 heirs and assigns and the said Richard
 Byrd for himself his heirs, Exrs. Adms, & both
 covenant to and with the said Benjamin
 Byrd his heirs and assigns by these pres-
 ents that he the said Benjamin Byrd his
 heirs and assigns shall and Lawfully may
 from henceforth forever hereafter peaceably
 and quietly have, hold, occupy, possess and enjoy
 the said messuage tenement Lands hereditament
 and premises hereby given ^{and} granted with their
 appertances free clear and discharged of and
 from all former & other Gifts Grants, bargains
 Sales feoffments, Jointures, Powers, Estates,
 entails, Rents, Rent, charges averages of Rents
 and of and from all other titles troubles
 charges or encumbrances not made committed
 done or suffered to be had made committed
 by him the said Richard Byrd his heirs, Exrs.
 Adms, or any other person or persons Lawfully
 claiming or to claim by from or under
 him, them or any or Either of them. In wit-
 ness whereof, the said Richard Byrd hath
 hereunto set my hand and affixed
 my seal the day and Date above