

Transcribed by Bpn from FHL film 1,870,876 & 32,535 Mecklenburg Co, VA
Deed Book 7, pp.482-483:

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p.482

Cleaton

to Nicholson

This Indenture made this 14th day of February in the year of Our Lord one
Thousand seven hundred and Eighty Nine Between William Cleaton of the County
of Mecklenburg and state of Virginia of the one part and George Nicholson of
The County of Warren and State of North Carolina of The Other part,
Witnesseth that for and in Consideration of the Sum of Fourteen pounds
Eighteen Shillings and ten pence Current Money of Virginia which I the Said
William Cleaton are Justly Indebted to the Said George Nicholson and
honestly desire to Secure and pay to the Said George Nicholson and for and
in in [sic] the farther consideration of the Sum of five Shillings like
money to the Said William Cleaton in hand paid by the Said George Nicholson
at or before the Sealing and Delivering of this, the receipt whereof I
hereby Acknowledge, and Thereof, and of every part thereof Exonerate and
discharge the Said William Cleaton his heirs Executors and Administrators he
the Said William Cleaton hath granted bargained Sold and Confirm'd to the
Said George Nicholson his heirs and Assigns forever, One hundred and fifty
Acres of Land, lying on the Waters of Parham's Creek Adjoining William
Taylor, Isham Epps and from thence to Crawleys Line, it being part of a
Tract of Land that Meredith Poythress now lives on. To have and to hold the
Said Land and premises unto the Said George Nicholson his heirs and Assigns
forever, to the only proper Use and Behoof of the Said George Nicholson his
heirs and Assigns forever, and the Said William Cleaton doth hereby grant
for him Self and his heirs. The Said William Cleaton and his heirs and
every of them Shall and will Warrant and forever defend the Said Land and
premises and every part and Article There of and Singular and every part and
Article thereof, with all and Singular the rights and Appurtenances unto the
Said Nicholson his heirs and Assigns forever, against the Said William
Cleaton and his heirs and every of them, and against every other Person
whatsoever upon

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upon Trust, Nevertheless that the Said George Nicholson his Heirs Executors,
Administrators or Assigns shall at any time after the first day of December
next (ensuing this date) sell for the best price that can be gotten after
giving Ten days Notice, and out of the money arising from such Sale
discharge, Pay and Satisfy to the Said Nicholson the above mentioned Sum -
with Lawful Interest from the date hereof 1789 until the Same shall be fully
discharged and the Expence attending the Sale aforesaid, and The other
necessary Expences that shall attend the Securing and obtaining the Above
Money or performing any thing that is or shall be necessary relative to the
intent of This Indenture and that the Said George Nicholson his heirs
Executors Administrators or Assigns shall pay or cause to be paid the
overplus if any remain from Such Sale to the said William Cleaton his heirs
Executors or to his Order - In witness whereof The said William Cleaton
hath hereunto set his hand and seal the day and year above written.

William (his W mark) Cleaton (L.S.)

Sealed and Delivered

in presence of

Marriott Davis

Thomas Goodwyn Taylor

Coleman (his x mark) Young

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At a court held for Mecklenburg County the 13th day of April 1789

This Indenture of trust was proven by the Oath of Marriott Davis a witness
thereto, and at a Court held for the Same County the 12th day of October
following The Said Indenture was further proven by the Oaths of Thomas
Goodwyn Taylor and Coleman Young two witnesses thereto and Ordered to be
recorded.

Teste John Brown Ck Curt