

THE OWENS HOUSE
HALIFAX, NORTH CAROLINA

HISTORICAL RESEARCH REPORT
FOR THE
OWENS HOUSE
HALIFAX, NORTH CAROLINA

by Jerry L. Cross



Neenah Bond

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PREFACE

The history of the Owens House in Halifax, North Carolina, is shrouded by local tradition. Taking its name from George W. Owens, a very successful merchant of the mid-nineteenth century, the house reputedly dates from the 1760s. Local residents claim that it once stood on a lot now occupied by the county courthouse, and that it was moved to its present site on the outskirts of town when the second courthouse was constructed in 1846. Tradition further maintains that the structure was the home of a Dr. Owens, and that it served as a hospital during the Civil War.

The Owens House is now maintained as a part of the Historic Halifax State Historic Site. As the celebration of the bicentennial of the American Revolution approaches, efforts are being made to learn as much as possible about historic structures in and around Halifax, one of the sites significant in the state's history from 1775 to 1781. This report explores the authenticity of local tradition surrounding the Owens House through documentary research. The records are incomplete, leaving wide gaps in the historical chronology. Where such gaps occur, speculation, based on fragmentary historical evidence, is sometimes used to aid the transition through the broken narrative. These theories are carefully noted in the text, and under no circumstances should they be unquestionably accepted as fact!

Primary sources examined for this report included Halifax County Deed and Will Books, Inventories and Estates Records, Halifax County Court Minutes, Minutes of the Halifax County Superior Court, and Halifax County Marriage Bonds. Much about Owens and other owners of the house was found



in the Halifax newspapers: North Carolina Journal, Halifax Minerva, and the Roanoke Advocate. Among published sources used were W. C. Allen, A History of Halifax County; Blackwell P. Robinson, William R. Davie; and Henry M. Wagstaff, "The Harris Letters," James Sprunt Historical Publications.

Local insights and tradition were provided by Miss Maude Fleming, Halifax Public Librarian; Miss Ursula Marshall, regent of the Elizabeth Montfort Ashe Chapter of the Daughters of the American Revolution, Mrs. Margaret Hofmann, regional historian, J. C. Taylor, Clerk of Superior Court; F. D. Wilson, Register of Deeds; and Roy F. Ferrall, Halifax County Auditor. To each of the above is extended sincere appreciation for the cooperation and assistance rendered in the preparation of this report.



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I. THE OWENS HOUSE

The gambrel-roof style house that later was to become the Owens House existed on its present site by August of 1806. In that month, John H. Purrington mortgaged ". . . one tract of parcel or land . . . with all the appurtenances belonging or in any wise appertaining to the premises all my household & kitchen furniture, also my medicine shop, furniture and books. . . ."1 Isaac Hilliard acquired the property through foreclosure, and on May 15, 1809, sold the same tract of land to Halcot J. Pride ". . . with all the houses buildings and improvements thereon. . . ."2 Boundary descriptions clearly identify the property as that on which the Owens House now stands, and the above transactions leave little doubt that it was there as early as 1806.³

The gambrel-roof style was a popular architectural mode for many years before the Owens House appeared on its present lot. Architectural historians have ascribed a construction date of ca. 1760 to the house, and while many structures in Halifax were later than the prevalent architectural styles, other features of the house, such as closet locks, H-L hinges, and mantels, indicate an earlier construction date.⁴ Mr. A. L. Honeycutt, Jr., restoration supervisor in the Division of Archives and History, asserts positively that the Owens House does not stand on its original site.⁵ In a report dated February 6, 1964, Mr. Honeycutt states that "The existing chimney may or may not be the original one, but it predates 1820 by 10 or more years."⁶ This architectural analysis suggests a relocation in the first decade of the nineteenth century. The theory is substantiated both by the earliest documented existence of a house on the property and the pattern of transactions involving the lot before 1806.

Beginning in 1772 when James Leslie deeded thirteen acres to Joseph Montfort, the tract of land on which the Owens House now stands changed hands four times before Purrington acquired it in 1805 from William R. Davie.⁷ Davie had owned the property for twenty-four years, but did not appear to have added any improvements. The deed reads in part: ". . . all that parcel of land adjoining the said lots 14 and 15 . . . containing by estimation one acre, be the same, more or less, with all the appurtenances belonging to the said lots & parcel of land."⁸ Davie had purchased the land in 1781, shortly before he married Sarah Jones, daughter of Allen Jones, a brother of Willie Jones and a member of a prominent Roanoke Valley family. His home, Loretta, was constructed about 1785 and stands today only a few hundred feet from the Owens House. Had the gambrel-roof house existed on the property at the time of purchase, it seems most improbable that Davie and his wife would have lived in Northampton County until 1785.⁹ Had Davie built the house, there should have been a substantial increase in the property value, but Davie paid £200 North Carolina currency for the land in 1781 and sold the same for \$350 in 1805.¹⁰ Even with the difference in monetary value due to wartime inflation, there seems to be no significant increase in the land value. On the other hand, Isaac Hilliard, who acquired the property about 1807, resold the land and premises to Halcott J. Pride for \$1,150.¹¹ Thus, the house seems to have appeared on its present site during the ownership of John H. Purrington.

The records do not reveal the original location of the Owens House. From 1781 until 1839, however, Lot 15 in the town plan was included in the transfer of the property under discussion. The Sauthier Map shows two structures on Lot 15 in 1769, one of which has sizeable proportions.¹² One may theorize that this was the original site of the Owens House, but it is only supposition and cannot be documented from the existing records!

Since the second courthouse was not built until 1846, the house obviously was not moved to make way for the facility as local tradition maintains.¹³

Purrington, the first documented owner of the house, was a doctor who may have built a medicine shop about fifty feet from his home.¹⁴ Indebtedness forced Purrington to mortgage his ". . . house-hold & kitchen furniture, also my medicine shop, furniture and books, one negro girl named Hannah, two horses, one cow & yearling, one sow."¹⁵ Between the occupancy by Purrington (1805-1806) and the purchase by Owens (1839), the owners of the house were: Isaac Hilliard, Halifax merchant; Halcott Jones Pride, who served in the General Assembly; Gavis Dean, a physician who later moved to Virginia; Elisha B. Smith; and Joseph L. Simmons, dry goods merchant and grocer in Halifax.¹⁶ With the possible exception of Smith, about whom no information could be found, all of the owners of the house were men of standing; however, the records do not indicate which of them may have lived in the dwelling. The rather elegant house and accompanying medicine shop would have been excellent accommodations for Dr. Dean, but it is not known how long he remained in Halifax after buying the property. Following Purrington's occupancy, only one person can be documented as living on the premises before its purchase by George W. Owens.

Joseph L. Simmons received a deed to the house and property on October 11, 1832.¹⁷ He was the highest bidder for the land when Sheriff James H. Simmons was ordered by the court to sell the Elisha B. Smith holdings at public auction. Joseph Simmons was at that time secretary of the Royal White Hart Lodge No. 2, and a very successful merchant.¹⁸ Simmons's store in town was also the post office, and his merchandise included everything from fresh fish to medicines and chemicals.¹⁹ After seven years Simmons sold the property to George W. Owens, Sr., ". . . including the dwelling house outhouses Warehouse Stables & recently occupied by me as residence."²⁰

A stipulation in the deed reserved a small graveyard for use by the Simmons family.

Owens was also a successful Halifax merchant in the shoe and leather business. For several years he was a partner in the firm of Berry & Owens, until the partnership was dissolved by mutual consent on March 29, 1832.²¹ Owens became the sole proprietor and continued to run the business until his death in 1850. During this time, he lived, at least for some of the time, in the house that now bears his name.²² One life-time resident of Halifax referred to a Dr. Owens who lived in the Owens House. The reference was obviously to George Owens, but the only evidence of his being a doctor was a box of dentistry tools in the inventory of his estate. Such fragmentary evidence is unreliable for a conclusion.²³

In addition to the property purchased from Simmons, Owens acquired six town lots, a store, and another dwelling house and outbuildings.²⁴ The house in which he resided and the surrounding acreage was willed to his wife Elizabeth, while the store and town dwelling were left jointly to his son, George, Jr., and Napoleon Bonaparte.²⁵ Elizabeth may have continued to live on the property after her husband's death; the records are vague. In any case, she was in possession of the house at the time local tradition claims it served as a Civil War hospital. No evidence was found to support this claim, and if Widow Owens were living there during the Civil War, she would have had two minor children at home, thus placing the tradition further in doubt.²⁶

Elizabeth Owens held the property until her death about the year 1875. In May of that year, George W. Owens, Jr., was granted permission to dispose of his mother's estate. The proceedings were contested by other heirs of Elizabeth Owens, who had died intestate. The Superior Court voided Owens's transactions, and George, Jr., died while the estate was tied up

in legal maneuvering. The court then appointed Thomas N. Hill to settle the estate. Hill was directed to sell the land at public auction and to divide the proceeds among the remaining heirs.²⁷ On March 16, 1880, Hill sold the "old Owens place" to James M. Mullen for \$500.²⁸

Since 1880, the house has passed through a number of owners, and, until 1957, it was used almost exclusively as a residence. In the latter year, the Historic (Historical) Halifax Restoration Association, Inc., purchased the house and grounds from Lillie Mae Austin Hawkins and her husband, Johnny Hawkins.²⁹ Having received less than adequate care over the years, the old Owens House had deteriorated badly. The Department of Archives and History assisted the Restoration Association in restoring the house to its eighteenth century appearance. Furnishings of the era were also acquired and installed. In 1969, the Historic Halifax Restoration Association, Inc., transferred the Owens House and lot to the state of North Carolina.³⁰

FOOTNOTES

1. Halifax County Deed Books, Office of the Register of Deeds, Halifax County Courthouse, Halifax, North Carolina, Deed Book 20, pp. 439-440, hereinafter cited as Halifax Deed Book. It will be noted that at this early date, "my medicine shop" indicates a doctor's office in or near the Owens House.
2. Halifax Deed Book 21, p. 297.
3. For boundary descriptions, see Purrington to Murfree and Hilliard to Pride in Appendix A. See also "Plan of the Town of Halifax, Halifax County, North Carolina [Reference omitted] Survey'd and Drawn in June 1769. By C, J, Sauthier." British Museum, King George III's Topographical Collection, Table CXXII, 58, photocopy in Archives, Division of Archives and History, Raleigh. Overlay of town plan drawn to scale by Jerry L. Cross, researcher, Historic Sites and Museums Section, Archives and History, Raleigh, from "A Draught of Halifax Plan of the town of Halifax in Roanoke River N^o Carolina laid out 1758," Person Family Papers, OP#590, Southern Historical Collection, University of North Carolina, Chapel Hill, discovered by Margaret Hofmann of Roanoke Rapids in 1971. Sauthier Map with overlay hereinafter cited as Sauthier Map.
4. A. L. Honeycutt, Jr., "Halifax, Dutch Colonial House, Upstairs North Room Mantel" (One-page typed report, February 6, 1964, in researcher's office, Historic Sites and Museums Section, Division of Archives and History, Raleigh), hereinafter cited as Honeycutt Report; "Dutch Colonial House Restoration," unknown author and date, three-page typed report in researcher's office), 1-3.
5. Researcher's interview with A. L. Honeycutt, Jr., Restoration Supervisor, Division of Archives and History, February 6, 1974.
6. Honeycutt Report.
7. Halifax Deed Book 13, pp. 24-25; Deed Book 14, pp. 219-220, 642-643, 473-474; Deed Book 20, p. 153. See also, Leslie to Montfort, Montfort to Powell, Powell to Kidd, Kidd to Davie, Davie to Purrington in Appendix A.
8. Halifax Deed Book 20, p. 153.
9. Davie served as a delegate from Northampton County to the General Assembly in 1784. Two years later he represented Halifax County. He must have moved to Halifax during the interval, and was probably engaged in the construction of Loretta. The Davie home has been much altered and is now owned and occupied by the W. Turner Stephenson family. Blackwell P. Robinson, William R. Davie (Chapel Hill: University of North Carolina Press, 1957), 138, 172.
10. Halifax Deed Book 14, pp. 473-474; Deed Book 20, p. 153.

11. Purrington was indebted to Isaac Hilliard for £500. To secure the debt, Purrington placed his property in a deed of trust to William H. Murfree. Purrington was unable to pay the debt before the expiration date of the mortgage and Hilliard acquired the property. Halifax Deed Book 20, pp. 439-440; Deed Book 21, p. 297.
12. See Illustration C.
13. Minutes of the Halifax County Court of Common Pleas and Quarter Sessions, 1784-1865 (incomplete), Archives, Division of Archives and History, Raleigh, November 16, 1846, hereinafter cited as Halifax Court Minutes with appropriate date.
14. Isaac Hilliard referred to Dr. Purrington in an advertisement in the North Carolina Journal (Halifax), December 21, 1807, hereinafter cited as North Carolina Journal. George W. Owens, Sr., in an application for insurance to the North Carolina Mutual Insurance Company, listed an office fifty feet from the house. This may have been the medicine shop referred to in Purrington's mortgage. Halifax Deed Book 32, p. 582.
15. Halifax Deed Book 20, pp. 439-440.
16. Halifax Deed Book 21, p. 297; Deed Book 22, pp. 61-62; Deed Book 23, pp. 416-417; Deed Book 28, p. 416.
17. Halifax Deed Book 28, pp. 416-417.
18. Roanoke Advocate (Halifax), November 15, 1832, hereinafter cited as Roanoke Advocate.
19. Roanoke Advocate, April 20, May 13, August 5, 1830, and November 15, 1832.
20. Halifax Deed Book 30, p. 305.
21. Roanoke Advocate, October 28, 1830, February 2, and April 5, 1832.
22. Halifax Deed Book 32, p. 582; Halifax County Will Books, Office of the Clerk of Court, Halifax County Courthouse, Halifax, North Carolina, Will Book 4, p. 297, hereinafter cited as Halifax Will Book. See also Appendix E.
23. Researcher's interview with Miss Maude Fleming, Halifax Public Librarian, February 4, 1974, hereinafter cited as Fleming interview.
24. Halifax Will Book 4, p. 297. See also Appendix E.
25. Halifax Will Book 4, p. 297. See also Appendix E.
26. At the time of his death in 1850, George W. Owens, Sr., left an infant daughter, Josephine, and small son, Napoleon Bonaparte, the two youngest of his six children. They would have been in their early teens during the Civil War, but still considered minors. Elizabeth Owens never remarried, and whether or not she vacated the Owens House before

or during the Civil War is uncertain. Halifax Will Book 4, p. 297; Last Will and Testament of George Owens [Jr.], Halifax Will Book 6, p. 208; Halifax County Marriage Bonds (bound two-volume set of typed manuscript), Archives, Division of Archives and History, Raleigh, II, 59, 143-144, hereinafter cited as Halifax Marriage Bonds.

27. Elizabeth Owens . . . among the petitioners. The other Owens heirs included Whitmel Stephenson, B. F. Ellis, and H. S. Nevill, all of whom were Elizabeth's sons-in-law. Her daughter Annie, and grandson, William W. Ellis, also joined in the effort to halt the proceedings. Halifax Deed Book 61, pp. 267-269; Halifax Will Book 6, p. 208; Halifax Superior Court Minutes, 1874-1875, Archives, Division of Archives and History, Raleigh, May 7, 1875. See also "The Owens Family of Halifax: A Biographical Sketch," Part III, 18-19, of this report.
28. Halifax Deed Book 61, pp. 267-269.
29. Halifax Deed Book 627, p. 561.
30. Halifax Deed Book 744, p. 386, Tract No. 3.

II. CHAIN OF TITLE FOR THE OWENS HOUSE LOT
HALIFAX, NORTH CAROLINA

The lot on which the Owens House is now located originally formed part of a thirteen-acre tract sold to Joseph Montfort by James and Mary Leslie on September 22, 1772. The consideration was £39 proclamation money and the transfer gave Montfort

. . . one piece or parcel of land adjoining on the upper or westerly side of the town lots of Halifax & bounded viz.^t from the westerly corner of lott N^o3 where it corners on Saint George Street the course of the said street continued till it shall intersect the patent line being Mr. Wylie Jones's bounds to Mr. James Milner corner in Jones's line which said Milner purchased of the above named James Leslie thence by Milner's line to the Westerly corner of Lott No. 15, & extremity of Saint Davids Street and so Northwardly joining the ends of all the upper row of Town lots from lott 15 to lott N^o3 being in the whole thirteen acres together with all privileges and Improvements. . . .

Montfort died in 1776 while still in possession of the property and his estate passed to his son and executor, Henry Montfort.

Henry Montfort and his wife Priscilla sold the thirteen-acre tract to Ptolemy Powell of Halifax County on December 3, 1778. The consideration was £100 current money, and Lot No. 15 in the town was included in the transaction.²

Powell held the property for three years before deeding a portion of the tract to Joseph Kidd. The deed, dated October 1, 1781, transferred the southern end of the tract for £40 lawful money:

. . . that tract of land purchased of James Leslie by Joseph Montfort Esq. and conveyed by the Ex^{rs} of the said Joseph Montfort to the said Powell, bounded South West by Lotts N^o 14 & 15 and on the North West by Willie Jones land and the Land formerly belonging to James Milner and on the North East by Mrs. McGlanahans line with all the appurtenances belonging or in any wise appertaining to the premises. . . .³

Kidd was apparently interested in the property only as an investment. Barely more than two months after purchase, Kidd sold the acreage described

above to William R. Davie. The transfer took place on December 8, 1781, and the consideration was £200 lawful money. Even with the inclusion of Lot No. 15, Kidd realized a substantial profit from the transaction.⁴

Davie retained the property for thirty-four years. Shortly before he moved to South Carolina, Davie accepted \$350 from John Holmes Purrington as payment for

. . . one lot or half acre of ground in the town of Halifax, distinguished in the plan of said town as number (14) fourteen and also one other lot or half acre of ground in the said town distinguished in the plan of said town as number (15) fifteen and also all that parcel of land adjoining the said lots purchased by the said William Richardson Davie from Kedd (Kidd) and Elizabeth, his wife . . . by estimation one acre. . . .⁵

Purrington's actual ownership of the land lasted exactly one year, from August 23, 1805, to August 23, 1806.⁶ Suits in the amount of £250 were filed against Purrington, for whom Isaac Hilliard acted as security. Anxious to pay his debt to Hilliard, Purrington placed his real and personal property in a deed of trust to William H. Murfree. The deed, dated August 23, 1806, reads in part:

. . . also one tract or parcel of land, bounded on the South West by lots number fourteen and fifteen and on the North West by Willie Jones's land and the land formerly belonging to James Milna (Milner), on the North East by Mrs. M. Cannahan's sic line, with all the appurtenances belonging or in any wise appertaining to the premises all my house-hold and kitchen furniture, also my medicine shop, furniture and books, one negro girl, named Hannah, two horses, one cow & yearling, one sow.

If Purrington, or anyone representing him, failed to pay the debt and accrued interest by February 16, 1807, Murfree was to sell the property at public auction.⁷

The debt was not paid and Isaac Hilliard purchased the land and buildings from Murfree. No deed to this effect was found, but the transaction is mentioned in the transfer of said property to Halcott Jones Pride on May 15, 1809. The reference reads, ". . . being the lands I purchased by virtue of a deed of trust to Wm. H. Murfree from John Purrington with

all the houses buildings and improvements thereon. . . ." Pride paid \$1,150 for the one-acre tract and Lots No. 14 and 15 in the town.⁸

Just over two years later, on June 2, 1811, Halcott J. Pride sold the town lots and tract of land to Gavis Dean of Halifax County for \$1,500.⁹ Dean owned the land for six years, and sometime during that period moved to Virginia. On November 23, 1816, he transferred his holdings in and bordering Halifax to Elisha B. Smith of Halifax Town for \$1,550.¹⁰

Smith was unable to meet his financial obligations and the court ordered Sheriff James H. Simmons to place the property for public sale. Joseph L. Simmons was the highest bidder and received a deed to the land on October 11, 1832. Apparently, the town's corporate limits adjoining the tract of land had become blurred over the years. A deed from Joseph Simmons to George W. Owens, Sr., dated November 19, 1839, reads in part:

. . . Three acres more or less (a part of said land being in the limits of the Town of Halifax say through Lots Nos Thirteen (13) Fourteen (14) and Fifteen (15) adjoining the lands of Benj^a Edmunds and others including the Dwelling house out houses Warehouses Stables and recently occupied by me as a residence. . . .

The consideration was \$900.¹¹

George Owens, Sr., died in 1850, leaving his house and surrounding property to his wife Elizabeth.¹² Elizabeth Owens apparently died intestate about 1875. George Owens, Jr., then entered into a special proceeding to dispose of his mother's estate. The proceedings were contested by his in-laws and relatives, and the property was tied up in legal maneuvering for five years. George, Jr., died before the estate was settled and the Superior Court ordered Thomas N. Hill to sell the property and divide the proceeds among the remaining heirs.¹³ On October 28, 1880, Hill sold ". . . a certain piece or parcel of that lot or tract of land known as the 'old Owens' place . . . embracing the residence and all other buildings now on said tract. . . ." to James M. Mullen for \$375. One acre was excepted and reserved for Annanias Buck.¹⁴

On the same day that he received the property, Mullen, and his wife Evelyn, transferred the title to the "old Owens" place to Robert L. Lewis, for exactly the same consideration.¹⁵ Three months later, January 25, 1881, R. J. Lewis and his wife, Eliza C. Lewis, deeded the property to Joseph J. Wood for \$450.¹⁶ Unable to pay the full amount, Wood granted Lewis a mortgage deed to the property on the same day. He made a down payment of \$50, leaving a balance of \$400 plus interest to be paid in four \$100 installments. Payments were due the first day of April, July, and October, 1881, and the first of January, 1882. Payment as scheduled would void the mortgage deed.¹⁷

Wood must have defaulted on his debt because R. J. and Eliza Lewis sold ". . . that lot or parcel of land in said County, near Halifax town, whereon Joseph J. Wood lives, being a part of the old Owens place . . . containing one acre more or less. . . ." to James T. Dawson on December 15, 1884. The consideration was \$386.¹⁸

By 1887, Dawson was indebted to the firm of Etheridge and Brooks, merchants of Portsmouth, Virginia. The exact amount was not recorded, but it was in the vicinity of \$5,000. To secure the debt, Dawson placed numerous land holdings in a deed of trust to James M. Grizzard for \$1.00 and debts. Among the properties listed were ". . . one house and lot near the corporate limits of the town of Halifax known as the old Owens place and opposite the Masonic Lodge containing about one acre. . . ." The deed would be void if Dawson paid his debt by January 1, 1889.¹⁹

Dawson was unable to pay his debt and Grizzard assumed ownership of the lot. Grizzard held a public auction at the courthouse in Halifax on January 6, 1890. A. E. Etheridge and E. C. Brooks, who formed the firm of Etheridge and Brooks, were the highest bidders at \$300. They received title to

. . . a certain lot of land specified in said deed as the old Owens place . . . on which J. J. Wood now resides and opposite the Masonic Lodge. . . .²⁰

Just over a year later, March 14, 1890, A. E. Etheridge and E. C. Brooks, and their wives, Emma J. Etheridge and Alice E. Brooks, put their Halifax properties in a deed of trust to Leigh R. Watts. Included were "four lots, with the houses thereon, situation [sic] in the town of Halifax, State of North Carolina, and known respectively as the 'Owens Place,' the 'Daniel Place,' the 'Faison Place,' and the 'Parker Place.'"²¹ After ten years, Leigh R. Watts, Trustee, et als transferred the Owens lot to Nathan and Anna Austin for \$150. The property was described as ". . . containing 3/4 of an acre more or less . . . on which G. D. Austin now resides, and which was rented by said G. D. Austin from E. C. Brooks during the year 1900."²²

Nathan Austin died intestate on November 20, 1920.²³ The property in his possession, including the Owens House and lot, passed by operation of law to his widow, Anna Austin, who died in 1940. Her Last Will and Testament devised the estate "to Lillie May [sic] Austin, my foster daughter, whom I have raised from her infancy."²⁴ Lillie Mae Austin later married Johnny Hawkins and lived in the Owens House until 1957.

On April 9 of the aforementioned year, Johnny Hawkins and Lillie Mae Austin Hawkins sold the Owens House and three-fourths acre lot to the Historical [sic] Halifax Restoration Association, Inc., for \$5,500.²⁵ The property was transferred to the state of North Carolina on January 21, 1969, to be developed as part of the Historic Halifax State Historic Site.²⁶

FOOTNOTES

1. Halifax Deed Book 13, p. 24.
2. Halifax Deed Book 14, p. 219.
3. Halifax Deed Book 14, p. 642.
4. Kidd had purchased Lot No. 15 for \$40 specie from Thomas Ferrall in January, 1781 (The deed states 1782 but this has to be a mistake because Kidd owned the lot at the time he sold it to Davie in December, 1781). Halifax Deed Book 14, pp. 590, 473.
5. The deed is dated August 23, 1805. Halifax Deed Book 20, p. 153.
6. Halifax Deed Book 20, pp. 153, 439-440.
7. Halifax Deed Book 20, pp. 439-440.
8. Halifax Deed Book 21, p. 297.
9. Halifax Deed Book 22, pp. 61-62.
10. Halifax Deed Book 23, p. 416.
11. Halifax Deed Book 30, p. 305.
12. Halifax Will Book 4, p. 297, clause 6.
13. Halifax Deed Book 55, p. 49; Deed Book 61, pp. 267-269; Halifax Superior Court Minutes, May 7, 1875.
14. Buck was a Negro minister who lived on the property. Later a Negro church was also built on the acre. Halifax Deed Book 61, pp. 269-271.
15. Halifax Deed Book 61, pp. 269-270.
16. Halifax Deed Book 61, p. 480.
17. Halifax Deed Book 61, p. 477.
18. Halifax Deed Book 72B, p. 28.
19. Other properties held by Dawson included two stores and lots in Enfield, two other tracts in Halifax of 10 and 226 acres, and a large number of notes and bonds. Halifax Deed Book 76B, pp. 571-574.
20. Halifax Deed Book 90, pp. 56-57.
21. Halifax Deed Book 91, pp. 272-276.

22. Halifax Deed Book 134, pp. 121-122.
23. Halifax County Records, Vital Statistics, Halifax County Court-
house, Halifax Deaths, Vol. 7, p. 260.
24. Halifax Will Book 13, p. 86.
25. Halifax Deed Book 627, p. 561.
26. Halifax Deed Book 244, p. 386, Tract No. 3.



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III. THE OWENS FAMILY OF HALIFAX, NORTH CAROLINA
A BIOGRAPHICAL SKETCH

For nearly fifty years of the nineteenth century the Owenses were among the most prominent members of Halifax society. George Owens, Sr., the first to achieve success in Halifax, began his career as a member of the firm of Berry & Owens, shoe and leather merchants. The records do not reveal a birthdate but he was born presumably before 1800 and came to Halifax as an adult. There is no evidence of another Owens in town before his arrival. Neither is a date given for his marriage to Elizabeth Mason, but a good guess would be the 1820s.¹ Since George, Jr., was of lawful age in 1850, he could have been born no later than 1829,² and there is no indication that he was the offspring of an earlier marriage.

No date was found for the formation of a partnership between Berry and Owens, but the firm was in existence by July, 1830.³ Extensive advertisements in the Roanoke Advocate indicate a very successful business, but for reasons not uncovered, the partnership was dissolved by mutual consent on March 29, 1832.⁴ Owens bought out Berry's interest and continued to operate the business under his own name.⁵

Owens took his son, George, Jr., into full partnership on June 1, 1850,⁶ shortly before his death. Much of the Last Will and Testament of George W. Owens, Sr., was devoted to outlining the method by which George, Jr., was to continue the business. Napoleon Bonaparte, the youngest son, was to become a full partner with his brother upon reaching the age of twenty-one, and the store and adjoining lots were devised jointly to the brothers. An interesting feature of Owens's will stipulated that Napoleon Bonaparte was not to receive a college education, but one that would prepare him for the merchant trade. Owens obviously believed that women had no place in busi-

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ness because he directed that, in the event that neither of his sons were able to run the store, all business accounts were to be finally settled. This was desired even if his wife and four daughters should survive the men.⁷

At the time of his death, George Owens had four children under the age of twenty-one: Sarah V., Ann, Napoleon Bonaparte, and Josephine. Arrangements were made for the education and financial support of each child. His widow Elizabeth was given the homestead (Owens House) and all property excepting the store lot and two adjoining lots. Owens had two other children, making a total of six. George, Jr., already mentioned, apparently reached the age of twenty-one in 1850, at which time he became a partner in his father's business. Mary E. (Elizabeth) was probably younger than George, Jr., but had already married Robert J. T. Faulcon on May 18, 1848.⁸ No children were born of this union by 1850, and since George, Jr., had not yet married, George Owens, Sr., never lived to see his grandchildren.

Eventually the rest of the Owens children married, with the exception of Napoleon Bonaparte. Sarah wed Benjamin F. Ellis, October 6, 1852. Ann married H. S. Nevill by 1876. Josephine became the wife of Whitmel Stephenson, and George, Jr., married first, Martha J. Whitehead on May 7, 1851, and second, Missouri F. Allen on June 6, 1866.⁹ No mention is made of Napoleon Bonaparte after 1850. He never became a partner in the family business; therefore, it may be assumed that he died before attaining lawful age.

George Owens, Jr., who dropped the Jr. from his name when his father died, continued to run the family business for nearly twenty-nine years. During that time, he amassed a small fortune and became a large landowner. In addition to the store and three lots devised him by his father, Owens

acquired two substantial plantations known as the Eppes Tract and the Ponton Tract, an interest in the Lowe Tract, a mill and surrounding land on Quankey Creek, a storehouse known as the Nevill Store in town, the brick office with three adjoining lots in Halifax, two town lots adjoining the land of G. C. Whitehead, and three lots adjacent to the property his father had owned. Among the devises of his will was distributed \$3,000 in cash, exclusive of the value of his merchandise.¹⁰

The provisions for family security in his will indicate that Owens loved his wife, Missouri, and his only child, Elizabeth Mason Owens. As the oldest son and only remaining male in the Owens family, however, George appears to have played the role of head of the clan. This sometimes initiated a conflict with the family and can be illustrated by two incidents. When his sister Ann wanted to marry H. S. Nevill, Owens objected for reasons not recorded, but apparently unacceptable to Ann. Owens hoped to stall, and thus prevent, the marriage by stipulating in his will that Ann was to receive \$500 on the condition that she not marry Nevill for two years. If she did marry, the money was to go to the estate generally.¹¹ Ann refused to abide by her brother's wishes, and before the end of 1876, she became Mrs. H. S. Nevill.¹²

The second incident concerned the settlement of his mother's estate. This time the entire family was involved. Elizabeth Owens died about the year 1875 without having made a last will and testament. Owens and other members of the family filed an ex parte petition with the court to sell their mother's estate. An auction was held on May 7, 1875, and Godwin C. Whitehead became the highest bidder at \$625; however, he died before completing payment.¹³ Whitehead's wife, Mary, and John Moore, executors of his estate, agreed to sell the property to Owens alone on December 3, 1877, for \$700.¹⁴ George Owens died before June, 1879,¹⁵ and after his death his

sisters, Josephine and Ann, his brothers-in-law, H. S. Nevill and B. F. Ellis, and his nephew, William W. Ellis, filed a petition asking the court to void the transaction between Whitehead's executors and Owens. The Superior Court approved the petition on the grounds that Whitehead had not received a title to the property and that the transaction to Owens had violated the agreement in the ex parte petition. A new commissioner, Thomas N. Hill, was appointed to settle the estate and to divide the proceeds equally among the heirs. On March 16, 1880, James M. Mullen purchased the property at auction for \$500.¹⁶ Partly because of his attempt to secure the homestead of his parents, George Owens forced his relatives to accept a price that was less than one-fourth the listed evaluation of the property (\$2,100).¹⁷

With the death of George Owens, Jr., the prominence of the family draws to a close. The homeplace passed out of the family less than a year later, and with no male heir to continue the business, the merchandise was sold to pay the debts of Owens's estate. Missouri Owens later married Paul Gary and became the legal guardian of her daughter, Elizabeth,¹⁸ thus ending a half century of the Owens name in Halifax.

FOOTNOTES

1. The maiden name of Mrs. George Owens, Sr., was not given in the available sources; however, George, Jr., named his daughter Elizabeth Mason Owens, presumably after her grandmother. It was, therefore, assumed that Mason was a family name on the maternal side. Halifax Will Book 6, p. 208.
2. George Owens, Sr., made his son a full partner in the business on June 1, 1850; therefore, he must have been twenty-one years of age by that date. Halifax Will Book 4, p. 297.
3. Roanoke Advocate, August 5, 1830, entry dated July 13.
4. Roanoke Advocate, October 28, 1830, February 2, March 1, and April 5, 1832.
5. Roanoke Advocate, July 12, 1832.
6. Halifax Will Book 4, p. 297.
7. Halifax Will Book 4, p. 298-299.
8. Halifax Marriage Bonds, II, 63.
9. Halifax Marriage Bonds, II, 59, 143-144; Application for Letters of Administration, November 3, 1879, Elizabeth Owens Folder, Halifax County Records, Estates, 1816-1932, hereinafter cited as E. Owens Estate Application; Halifax Will Book 6, pp. 208-209.
10. Halifax Will Book 6, pp. 208-209.
11. Halifax Will Book 6, p. 208.
12. See Halifax Superior Court Minutes, May 7, 1875; Halifax Will Book 61, pp. 267-269.
13. Since the Owens House and estate had been willed to Elizabeth by her husband, her son, George, Jr., could not have entered proceedings to sell the property were she alive; consequently, she must have died about that time, though her estate was not administered until more than four years later. E. Owens Estate Application; Halifax Superior Court Minutes, May 7, 1875; Halifax Deed Book 61, p. 267.
14. Halifax Deed Book 55, p. 49.
15. Owens's will was probated on June 24, 1879. Halifax Will Book 6, p. 209.
16. Halifax Deed Book 61, pp. 267-269.
17. E. Owens Estate Application.
18. See Application for Guardianship, Guardian Oath of Missouri F. Gary, and Account of M. F. Gary with her ward, Elizabeth Owens. Elizabeth Owens Folder, Halifax County Records, Estates, 1816-1932.

IV. APPENDIXES

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APPENDIX A: DEEDS

Jas Leslie and wife to Jos Montfort

This indenture made the 22^d September 1772. Between James Leslie Esq of Halifax and Mary his wife of the one part Witnesseth that the said James Leslie in consideration of the sum of thirty nine pounds proc money to him in hand paid by the said Joseph Montfort hath granted bargained and sold & by these presents doth grant bargain & sell unto the said Joseph Montfort one piece or parcel of land adjoining on the upper or westerly side of the town lotts of Halifax & Bounded Viz.^t from the westerly corner of lott N^o 3 where it corners on Saint George Street the course of the said street continued till it shall intersect the patent line being Mr. Wylie Jones's bounds thence southerly by Wylie Jones's bounds to Mr. James Milner corner in Jones's line which said Milner purchased of the above named James Leslie thence by Milners line to the westerly corner of Lott No 15, & extremity of Saint Davids Street & so Northwardly joining the ends of all the upper row of Town lotts from lott 15 to lott N^o 3 being in the whole thirteen acres together with all privileges and Improvements belonging and the reversion and reversions reversions remainder and remainders and all the estate right title of him the said James Leslie in or to the same to have and to hold the said parcel of land and appurtenances unto him the said Joseph Montfort his heirs and assigns for ever to his and their only proper use and behoof for ever In Witness whereof the said James Leslies and Mary his hath hereunto set their hands and seals the date above

Sealed & Delivered
in presence of
Ambrose Ramsey

James Leslie (seal)
Mary Leslie (seal)

Halifax
County

Pr May Court 1774

Then the foregoing deed was in open court duly proved by the oath of Ambrose Ramsey a witness thereto and on motion ordered to be registered -

Test:

Jos Montfort C C.^t

Henry Montfort et al to Ptolemy Powell

This Indenture made on the third day of December in the year of our Lord Christ one thousand Seven hundred and Seventy eight Between Henry Montfort & Priscilla Montfort Exors of the last Will and Testament of Joseph Montfort deceased late of Halifax town in the Province of North Carolina of the one part of Ptolemy Powell of the County of Halifax and State aforesaid of the other part Witnesseth that the said Henry Montfort and Priscilla Montfort Exors as aforesaid by virtue of the power and authority to them given in and by the Last Will & testament of the aforesaid Joseph Montfort deceased and for and in consideration of the sum of One hundred pounds current money to them in hand paid by the said Ptolemy Powell the receipt whereof is hereby fully acknowledged have granted bargained & sold alind enfeoffd and confirmed and by these presents do grant bargain and sell a line enfeoff and confirm unto the said Ptolemy Powell his heirs and assigns a certain piece or parcel of Land containing by estimation thirteen Acres be the same more or less situate lying and being in the County of Halifax afs.^d adjoining the Town of Halifax and bounded as follows to wit adjoining on the upper or Westerly side of the Town Lotts of Halifax Beginning in the Westerly corner of Lott N^o3 where it corners on St. George's Street the course of the said street continued till it shall intersect the patent line being Willie Jones's bounds thence southwardly by Willie Jones bounds to Milners corner (now Medicis) in Jones line which said Milner purchased of James Leslie thence by said Milners line to the Westerly corner of Lott N^o(15) & extremity of St. Davids Street & so Northwardly joining the ends of all the upper row of Town Lotts from Lott N^o(15) to Lott N^o(3) being in the whole thirteen acres as afs.^d as also one Lott or half acre of Land Situate in the Town of Halifax and known and distinguished in the plan of

the said Town by Number (15) Together with all the hereditaments and appurtenances there unto belonging or in any wise appertaining & the reversion and reversions, Remainder and remainders and all benefits and profits appertaining to the same To Have and to hold the said parcel of Land and the Lott as before mentioned unto the said Ptolemy Powell his heirs and assigns to the only use benefit and behoof of him the said Ptolemy Powell his heirs and assigns forever and the said Henry Montfort and Priscilla Montfort Exors as aforesaid for them and their heirs the said parcel of Land and Lott and every part thereof to the said Ptolemy Powell his heirs and assigns shall & will warrant and forever defend against the claim of all manner of Persons whomsoever In Witness whereof the said Henry Montfort and Priscilla Montfort have here unto set their hands and affixed their seals the day and year first above written

Sealed & delivered in the
presence of O. Davis

Henry Montfort (seal)
Priscilla Montfort (seal)

Halifax County Pr August Court 1779. Then the aforegoing deed was in open Court duly acknowledged by Henry Montfort the party thereto & duly proved by O. Davis as to Priscilla Montfort and on motion ordered to be registered.

Test Ben. McCulloch Clk

DEEDS (photocopies)

Leslie to Montfort
Montfort to Powell

unto set his hand and seal the date above sd.

Sealed & Delivered }
in presence of }
Ambrose Ramsey
Peter Morgan

Joel Lane 

Halifax & 1st May Court, 1774.
County }

Then the foregoing deed was in Open Court
duly proved by the oath of Ambrose Ramsey a
witness thereto and on motion ordered to be registered.

Test:

Jos Montfort, C. C.

This Indenture made the 22^d September 1772. Between
James Leslie Esq of Halifax and Mary his wife of the
one part and Joseph Montfort of said town of the other
part Witnesseth that the said James Leslie in consideration
of the sum of thirty nine pounds free money to him
in hand paid by the said Joseph Montfort hath granted
bargained and sold & by these presents doth grant bar-
gain & sell unto the said Joseph Montfort one piece or
parcel of land adjoining on the upper or westerly side
of the town lots of Halifax & bounded viz: from the
westerly corner of lot n^o 3 where it corners on Saint
George Street the course of the said street continued till
it shall intersect the patent line being Mr Wylie
Jones's bounds thence southerly by Wylie Jones's bounds
to Mr James Milner corner in Jones's line which said
Milner purchased of the above named James Leslie
thence by Milner's line to the westerly corner of
Lot n^o 15, & extremity of Saint David's street
& so northerly joining the ends of all the upper
row of town lots from lot 15 to lot n^o 3
being in the whole thirteen acres together with all
privileges and improvements belonging and
the reversion and reversions reversions remainder
and remainders and all the estate right title
of him the said James Leslie in or to the same
he have and to hold the said parcel of land
and appurtenances unto him the said Joseph
Montfort his heirs and assigns for ever to his

James Leslie
and wife
to
Joseph Montfort

and their only proper use and behoof for ever In
 Witness whereof the said James Leslie and Mary his
 hath hereunto set their hands and seals the Date
 above

sealed & Delivered
 in presence
 Ambrose Ramsey

James Leslie
 Mary Leslie



Halifax 3rd May Court 1774 -
 County

Then the aforesaid deed was in Open Court
 duly proved by the oath of Ambrose Ramsey a witness
 thereto. and on motion ordered to be registered -

Test:

Jos Mansfort C.C.

Henry Taylor
 his wife
 to
 David Sumner

This Indenture made the seventeenth day of May in the
 Year of our Lord Christ one thousand seven hundred and
 seventy four Between Henry Taylor and Sarah his
 wife of the province of North Carolina of the one part
 and David Sumner of Halifax County in the province
 aforesaid of the other part Witnesseth that the said Henry
 Taylor and Sarah his wife for and in consideration of
 the sum of one hundred and thirty three pounds to them in

This Indenture made on the third day of
 December in the year of our Lord Christ one thousand
 seven hundred and Seventy eight Between Thumy Mont-
 fort & Priscilla Montfort Exors of the last Will
 and Testament of Joseph Montfort deceased late
 of Halifax Town in the Province of North Carolina
 of the one part and Holmev Powell of the County of
 Halifax and State aforesaid of the other part Wit-
 nessed that the said Thumy Montfort and Priscilla
 Montfort Exors as aforesaid by virtue of the power
 and Authority to them given in and by the Last Will
 & Testament of the aforesaid Joseph Montfort deceased
 and for and in consideration of the sum of One hun-
 dred pounds Current money to them in hand paid by
 the said Holmev Powell the receipt whereof is hereby
 fully acknowledged have granted bargained & sold
 aliened conveyed and confirmed and by these presents
 do grant bargain and sell alien convey and confirm
 unto the said Holmev Powell his heirs and assigns
 a certain piece or parcel of Land containing by esti-
 mation thirteen Acre be the same more or less Sit-
 uate lying and being in the County of Halifax afo-
 resaid adjoining the Town of Halifax and bounded as
 follows to wit adjoining on the upper or Westerly
 side of the Town Lots of Halifax Beginning on the
 Westerly corner of Lot 72^o 3 where it crosses on St.
 George's Street the course of the said Street continued
 till it shall intersect the patent line being William Jones
 bounds thence Southwardly by William Jones bounds to
 William's corner (now Medians) in Jones line which
 said William purchased of James Leslie thence by said
 William's line to the Westerly corner of Lot 72^o (15) &
 extremity of St Davids Street & so Northwardly
 joining the end of all the upper row of Town
 Lots from Lot 72^o 15) to Lot 72^o (3) being in the
 whole thirteen Acre as afo-^d as also one Lot or
 half Acre of Land Situate in the Town of Halifax
 and known and distinguished in the plan of the
 said Town by number (15) Together with all the her-
 editaments and appurtenances thereto belonging or in
 any wise appurtenanting & the reversion and reversions
 Remainder and remainders and all benefits and profits
 appurtenanting to the same To Have and to hold the
 said parcel of Land and the Lot as before mentioned
 unto the said Holmev Powell his heirs and assigns to

the only use benefit and behoof of him the said
 Pholney Powell his heirs and assigns forever and the
 said Henry Montfort and Priscilla Montfort Beers
 as aforesaid for them and their heirs the said part
 of land and hall and every part thereof to the said
 Pholney Powell his heirs and assigns shall & will
 warrant and forever defend against the claim of
 all manner of Persons whomsoever In witness
 whereof the said Henry Montfort and Priscilla Mont-
 fort have here unto set their hands and affixed their
 seals the day and year first above written
 Signed & delivered in the presence of O. Davis } Henry Montfort (Seal)
 Priscilla Montfort (Seal)

Halifax County Jct. August Court 1779. Then the
 aforesaid deed was in open Court duly acknowl-
 edged by Henry Montfort the party thereto & duly
 proved by O. Davis unto Priscilla Montfort and on
 motion ordered to be registered.
 Just. Ben. W^c Culloch C. C.

Ptolemy Powell to Joseph Kidd

This Indenture made the first day of October in the year of our Lord One thousand Seven hundred and Eighty one Between Ptolemy Powell and Sarah his wife of the County of Halifax North Carolina of the one part and Joseph Kidd of the Town of Halifax & State aforesaid of the other part Witnesseth that for and in consideration of the sum of forty pounds lawfull money of the said State in hand paid by him the said Joseph Kidd at and before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Ptolemy Powell and Sarah his wife, have granted, bargained and sold confirmed, and by these presents do grant bargain and sell and confirm, to the said Joseph Kidd his heirs and assigns forever that tract or parcel of Land purchased of James Leslie by Joseph Montfort Esq^r and conveyed by the Exrs of the said Joseph Montford to the said Powell, bounded South West by Lotts N^o14 & 15 and on the North West by Willie Jones Land and the Land formerly belonging to James Milner and on the North East by Mrs McGlannahans line with all the appurtenances belonging or in any wise appertaining to the premises hereby granted or intended to be granted and the reversions and remainders and all services benefits and profits of the said Lott Land and premises. And all the Rights Claims Interests and Securities relating to the same To Have and to hold the said Lott and Land and premises and all the Rights claims Interests unto the said Joseph Kidd his heirs or assigns for ever and the said Ptolemy Powell and Sarah his wife do hereby grant for themselves and their heirs that they the said Ptolemy Powell and Sarah his wife and their heirs and every of them Shall and will warrant and defend for ever the said Lott of Land and other premises unto the Said Joseph Kidd his heirs and assigns forever against all claimants

whomsoever. In witness whereof the said Ptolemy Powell and Sarah his
wife have hereunto set their hand and seals the day and year first above
written. Ptolemy Powell (Seal) Sarah ^{her} ♂ Powell (Seal) Sealed & delivered
in presence of Wm Hunt Ep. Knight.
mark

Halifax County Sc August Term 1782 Then the aforegoing deed was in open
Court duly acknowledged by Ptolemy Powell the bargainor & ordered to be
registered

Test Wm Wootten CCo

And is registered for Jn^o Geddy Pub. Reg^r

Joseph Kidd & wife To Wm R. Davie

This Indenture made this eighth day of December in the year of our Lord one thousand Seven hundred and eighty one Between Joseph Kidd and Elizabeth his wife of Halifax Town North Carolina of the one part and William R. Davie Esq of the said State of the other part Witnesseth that for & in consideration of the sum of Two hundred pounds lawful money of the said State in hand paid by him the said William R. Davie at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged they the said Joseph Kidd and Eliza his wife have granted, bargained, sold and confirm^d, and by these presents do grant bargain sell and confirm to the said William R. Davie Esq his heirs and assigns for ever, that Lot or parcel of Land laying in the Town of Halifax Known by the name of Number Fifteen purchased by the said Joseph Kidd of Thomas Ferrell and also that Tract or parcel of Land purchased of James Lesley by Joseph Montfort Esq^r and conveyed by the Executors of the said Montfort to Ptolemy Powell and sold and conveyed by him to Joseph Kidd, bounded on South West by Lots Number fourteen and fifteen and on the North West by Willie Jones's Land and the Land formerly belonging to James Milner, and on the North East by Mistress McClanahans line with all the appurtenances belonging or in any wise appurtenant to the premises hereby granted or intended to be granted and the reversion and reversions Remainder and Remainders and all services benefits and profits of the said Lot Land and premises and all the rights claims Interests and securities relating to the same To Have and to hold the said Lot and Land and other premises unto the said William R. Davie his heirs and assigns for ever to the only proper use and behoof of him the said William R. Davie his heirs and assigns for

ever And the Said Joseph Kidd and Elizabeth his wife do hereby grant for them selves & their heirs that they the said Joseph Kidd and Elizabeth his wife & their heirs and every of them Shall and will warrant and for ever defend the said Lot Land and other premises unto the said William R. Davie his heirs and assigns for ever against all claimants whomsoever.

In Witness whereof the said Joseph Kidd and Elizabeth his wife have hereunto set their hands and seals the day and year first above written - Joseph Kidd (Seal) Elizabeth Kidd (Seal) Sealed and delivered in the presence of J. Kinchen, Robt. Hall. Feme relinques had before John Whitaker Esq^r

State of North Carolina
Halifax County

February Court 1782

The execution of a deed a Lott N^o Fifteen & from Kidd and wife to Wm R. Davie was duly proved in open Court therefore it was ordered to be registered.

Test Wm Wooten C.Ct.

And its registered by Wm T. Ballard P.R.

DEEDS (photocopies)

Powell to Kidd

Kidd to Davie

This Indenture made this eighth day of
 December in the year of our Lord one thousand seven
 hundred and eighty one Between Joseph Kidd and
 Elizabeth his wife of Halifax Town North Carolina
 of the one part and William R. Davie Esq of the
 said State of the other part Witnesseth that for & in
 consideration of the sum of Two hundred pounds
 lawful money of the said State in hand paid
 by him the said William R. Davie at and before
 the making and delivery of these presents the receipt
 whereof is hereby acknowledged they the said Joseph
 Kidd and Eliza his wife have granted, bargained,
 sold and confirmed, and by these presents do grant
 bargain sell and confirm to the said William R.
 Davie Esq his heirs and assigns for ever, that lot
 or parcel of land lying in the Town of Halifax
 known by the name of Number Fifteen purchased by
 the said Joseph Kidd of Thomas Jewell and also
 that tract or parcel of land purchased of James
 Beley by Joseph Montfort Esq^r and conveyed by
 the Executors of the said Montfort to Ptolemy Powell
 and sold and conveyed by him to Joseph Kidd,
 bounded in South West by lots number fourteen and
 fifteen and on the north West by Wills Jones's
 land and the land formerly belonging to James
 Miller, and on the north East by the strip 77th
 Clarks house line with all the appurtenances belonging
 or in any wise appertaining to the premises hereby
 granted or intended to be granted and the reversions
 and reversion Remainder and Remainders and all
 services benefits and profits of the said lot land
 and premises and all the rights Claims Interest
 and Securities relating to the same To Have and to
 hold the said lot and land and other premises
 unto the said William R. Davie his heirs and assigns
 for ever to the only proper use and behoof of him
 the said William R. Davie his heirs and assigns for
 ever and the said Joseph Kidd and Elizabeth his
 wife do hereby grant for them selves & their heirs & assigns
 the said Joseph Kidd and Elizabeth his wife & their heirs
 and every of them shall and will warrant and for
 ever defend the said lot land and other premises
 unto the said William R. Davie his heirs and assigns
 forever against all claimants whomsoever.

In Witness whereof the said Joseph Kidd and

Elizabeth his wife have hereunto set their hands and
seals the day and year first above written - Joseph
Kidd Seal Elizabeth Kidd Seal Sealed and delivered
in the presence of J. Kinchen, Robt. Hall. Home
witness had before John Whitaker Esq^r.

State of North Carolina }
Halifax County } February Court 1782.

The execution of a deed a Dow^r Fifteen & from
Kidd and wife to W^m. N. Davis was duly proved in
open Court when for it was ordered to be registered.
Just W^m. Wooten C. Cl.
And its registered by W^m. J. Ballard P. R.

Benjamin
Neville
To
John
Marshall

This Indenture made the thirtieth day of
June One thousand Seven hundred and fifty five be-
tween Benjamin Neville of the Province of North Caro-
lina in the County of Edgecomb of the one part and
John Marshall of the S^d Province and County of the
other part Witneeth that he the said Benjamin Neville
for and in the consideration of the sum of five pounds
three shillings and two pence half penny current
money of Virginia to him in hand already paid before
the sealing and delivery of these presents the receipt
whereof the S^d Ben^g. Neville doth acknowledge and of
every part thereof doth hereby acquit and discharge him
the S^d John Marshall his heirs Executors Administrators
of them by these presents Heeth give granted bargained
sold enfeoffed and confirmed and by these presents
doth give grant bargain sell enfeoffe and confirm
unto him the S^d John Marshall his heirs Administrators
forever all the Estate right and title Interest Claim
and demand whatsoever which now is or shall com-
hereafter become or grow due to him the S^d Ben^g. Neville
of in and to a certain tract or parcel of Land contain-
ing by estimation one hundred and twenty six Acre
more or less being part of a tract of Land taken by
the S^d Ben^g. Neville bearing date the Twelfth day of
May 1755 lying and being in the County and Province
afores^d. in Elk Marsh and bounded as followeth
Beginning at the mouth of a branch in Marshalls
and Nevilles line thence running East Cross the Marsh to a
Sweet gum in Mr. McCullochs line thence up the S^d Mr.
Cullochs line to a maple thence up the Marsh to a
Willow post thence along Mr. Parkes line to a corner
white oak thence along the S^d Marshalls line to

2
grounds, the reversions Rents and all the rights
privilege that can be possibly be granted by
the Law of the Country. & the said W^m. Bent
Esq. Adm^r and Assign^r. Shall warrant & defend
unto the said James Hogg his heirs Esq. and Adm^r
and Assign^r forever to the only use of the said
James Hogg clear of all incumbrances whatso-
ever, such as, Grants, Sell, Lease, Rents, Jointure
Dowry will, or any other conveyances whatsoever
unto the only use of James Hogg his heirs and Assign^r
forever. Witness my hand and Seal before the presence
W^m. Bent. Signed Sealed and delivered the date above
James Powell, Esq. Hus - August Term 1782
Then the Assigning deed was in open Court proved
by the oath of Esq. Hus one of the Subscribing
witnesses thereto and was ordered to be registered -
Just W^m. Wooten. C. C.
Registered in Jⁿ. Giddy Pub. Reg.

Pottery
Powell
To
Joseph
Kidd

This Indenture made the first day of October
in the year of our Lord One thousand Seven hundred
and Eighty one Between Pottery Powell and Sarah
his wife of the County of Halifax North Carolina
of the one part and Joseph Kidd of the Town of
Halifax & State aforesaid of the other part Wit-
nesse that for and in consideration of the sum of
forty pounds lawfull money of the said State in hand
paid by him the said Joseph Kidd at and before the
executing and delivery of these presents the receipt
whereof is here by acknowledged they the said Pottery
Powell and Sarah his wife, have granted, bargained
and sold confirmed, and by these presents do grant
bargain and sell and confirm, to the said Joseph
Kidd his heirs and Assign^r forever that tract or parcel
of Land purchased of James Decker by Joseph
Blount Esq. and conveyed by the Esq. of the same
Joseph Blount to the said Powell, bounded South
West by lots 14 & 15 and on the North West by
Willetts Jones Land and the Land formerly belonging
to James Miller and on the North East by Mrs. M^r
Stamshaw line with all the appurtenances belonging
or in any wise pertaining to the premises hereby
granted or intended to be granted and the reversions
and remainders and all Services benefits and profits
of the said Lots Land and premises and all the

Rights Claims Interests and Securities relating to the
 same To Have and to hold the said Debt and Lien
 and premises and all the Rights claims Interests
 unto the said Joseph Kidd his heirs or assigns for
 ever and the said Pottery Powell and Sarah his wife
 do hereby Grant for them selves and their heirs that
 they the said Pottery Powell and Sarah his wife
 and their heirs and every of them shall and will
 warrant and defend for ever the said Lot of Land
 and other premises unto the said Joseph Kidd
 his heirs and assigns forever against all claimants
 whomsoever. In witness whereof the said Pottery
 Powell and Sarah his wife have hereunto set
 their hand and seals the day and year first above
 written. Pottery Powell Seal Sarah ^{his} Powell Seal
 Sealed & delivered in presence of W^m Hunt Esq. Knight
 Halifax County Jc. August Term 1782. Then the
 foregoing deed was in open Court duly acknowledged
 by Pottery Powell the bargain & ordered to be registered
 Just W^m Wooten C. C.
 And is registered in Jno. Giddy Pub. Reg^r.

John Clayton
 To David Williams
 This Indenture made the 17th day of February
 Seventeen hundred and eighty three Between John
 Clayton of the County of Halifax and State of North
 Carolina of the one part and David Williams of
 the County and State aforesaid. Witnesseth that the
 said John Clayton for and in consideration of
 forty pounds to him in hand paid do hereby Grant
 bargain and sell a Lot in the town of Halifax
 formerly the property of Daniel Welburn granted
 him by Henry Ellifford of the said Town, which
 said Lot with all proceedings, appurtenances, re-
 visions rights &c. I do hereby bind myself, my
 heirs & assigns to warrant and defend against the
 Rights Titles Claims of any person or persons what-
 soever during time. In witness whereof I have
 hereunto set my hand and seal the day and year
 above mentioned. John Clayton Seal Just Thomas
 Haysie, Ric^d Yarbrough
 Henry Court 1783 Jc. The within deed was proved
 in open Court & on motion ordered to be registered
 Just W^m Wooten C. C.
 And it is registered in Jno. Giddy Pub. Reg^r.

W. R. Davie to J. H. Purrington

This Indenture made on the twenty third of August in the year of our Lord one thousand eight hundred and five, between William Richardson Davie of the County of Halifax of the one part and John Holmes Purrington of said County of the other part -- Witnesseth that for and in consideration of the sum of three hundred and fifty dollars to him in hand paid by the said John Holmes Purrington, the receipt whereof is hereby acknowledged. He the said William Richardson Davie hath granted, bargained & sold and by these presents doth grant, bargain & sell unto the said John Holmes Purrington, his heirs and assigns forever one lot or half acre of ground in the town of Halifax, distinguished in the plan of the said town as number (14) fourteen & also one other lot or half acre of ground in the said town, distinguished in the plan of said town as number (15) fifteen and also all that parcel of land adjoining the said lots purchased by the said William Richardson Davie from Kedd and Elizabeth, his wife, as will appear by deed bearing date the 8th day of December, in the year one thousand seven hundred and eighty one, containing by estimation one acre, be the same more or less, with all the appurtenances belonging to the said lots & parcel of land and all the estate and interest whatsoever of him the said William Richardson Davie of, in and to the said premises & every part & parcel thereof. To have and to hold the said lotts and parcel of land above described and every part and parcel thereof, with the appurtenances unto the said John Holmes Purrington, his heirs & assigns to the only proper use and behoof of the said John Holmes Purrington his heirs and assigns forever. And the said William Richardson Davie for himself & his heirs, the said lotts and parcel of land and every part thereof against him and his heirs and against all and every other person or persons whomsoever to the John Holmes Purrington, his heirs and assigns shall and will warrant and forever defend by these presents.

In testimony whereof the said William Richardson Davie hath hereunto set his hand and seal the year and day first above written.

Executed in presence of
Thos. Hall Jo. Bryant

W. R. Davie (seal)

Halifax County Crt.
November Sessions 1805.

Then this deed was exhibited in open court and duly proved by the oath of Thos. Hall a witness thereto & on motion ordered to be registered.

Registered
G.E. Turner P.R.

Witness

L. Long C Ct.

J. H. Purrington to W. H. Murfree

To all to whom these presents shall come, I. John H. Purrington of Halifax County and State of No Carolina Send Greeting.

Whereas I am indebted to Isaac Hilliard of the County and State aforesaid in the sum of five hundred pounds, being the amount of various claims held by him against me, and the said Isaac Hilliard being bound as my security in a debt due by me unto James Exum, for the sum of two hundred and fifty pounds, now Know ye that I the said John H. Purrington for and toward the better securing the payment & satisfaction of the aforesaid moneys & for & in consideration of the sum of five shillings to me in hand paid by Wm H. Murfree of the County and State aforesaid, the receipt whereof is hereby acknowledged, have granted, assigned, bargained & sold and by these presents do grant assign bargain & sell unto the said Wm H. Murfree the following property to wit:

One lot or half acre of ground in the Town of Halifax, known & distinguished in the plan of the said town as number (4) also one other lot or half acre of ground known & distinguished as number (15) also one tract or parcel of land, bounded on the South West by lots number fourteen & fifteen and on the North West by Willie Jones's land and the land formerly belonging to James Milna, & on the North East by Mrs. M. Cannahan's line, with all the appurtenances belonging or in any wise appertaining to the premises all my house-hold & kitchen furniture, also my medicine shop, furniture and books, one negro girl, named Hannah, two horses, one cow & yearling, one sow. To have and to hold the same & every part & parcel thereof unto him the said Wm. H. Murfree his heirs, Exors Adm^s & assigns forever. In trust nevertheless that if I the said John H. Purrington, my heirs Ex^s Adm^s or assigns shall on or before the sixteenth day of Feby next pay or cause to be paid unto the said Isaac Hilliard, his Ex^s Adm^s or assigns the before mentioned Sum of five hundred

pounds with lawful interest from this date & also exonerate him from the payment of the sum of two hundred & fifty pounds for which he stands bound as my security to James Exum as aforesaid mentioned, then this present conveyance shall be void, and he the said Wm. H. Murfree shall reconvey to me the said John H. Purrington the before mentioned property, but if I the said John H. Purrington my Ex.^{rs} Adm.^s or assigns shall fail to pay by the said sixteenth day of February next the said sum of five hundred pound and to exonerate the said Isaac from the securityship aforementioned, then he the said Wm H. Murfree his heirs, Ex.^{rs} Adm.^s or assigns shall & may on giving ten days notice to me the said John H. Purrington my Ex.^{rs} or Adm.^s or on setting up such notice in some public place in the town of Halifax sell and dispose of the before bargained property at public sale for ready money for the most can be got for the same and out of the proceeds of such sale after securing to himself or themselves sufficient to satisfy his or their costs & charges & trouble I shall pay to the said Isaac Hilliard the s^d Sum of five hundred pounds with interest thereon or somuch thereof as shall be in & also pay unto James Exum the sum of two hundred & fifty pounds for which the s^d Isaac Hilliard stands bound as my Security and the balance of the proceeds of such sales if any remains he the said Wm H Murfree his Ex.^{rs} Adm.^s or assigns shall pay to me the said John H Purrington, my Ex.^{rs} Adm.^s or assigns.

In witness whereof I the said John H. Purrington have hereunto set my hand & affixed my seal the twenty third day of August one thousand eight hundred & six.

Witness J. J. Daniel

John H. Purrington seal

Halifax County Crt. November Sessions 1806

Then this deed of Trust was exhibited in open Court and duly proved by the oath of J. J. Daniel a witness thereto and on motion ordered to be registered.
Registered

H Allen Marshall P.R.

witness

L. Long C.Ct.

DEEDS (photocopies)

Davie to Purrington
Purrington to Murfree

To all to whom these presents shall come, I, John H. Purrington of Halifax
County and State of N. Carolina send Greeting.

Whereas I am indebted to Isaac Hilliard of the County and State aforesaid in
the sum of five hundred pounds, being the amount of various claims
held by him against me, and the said Isaac Hilliard being bound as
my security in a debt due by me unto James Esom, for the sum of
two hundred and fifty pounds, now know ye that I the said John H.
Purrington for and toward the better securing the payment & satis-
faction of the aforesaid moneys & for & in consideration of the sum
of five shillings to me in hand paid by ^{to} H. Murphy of the County
and State aforesaid, the receipt whereof is hereby acknowledged, have
granted, assigned, bargained & sold and by these presents do grant
assign, bargain & sell unto the said ^{to} H. Murphy the following
property to wit:

One lot or half acre of ground in the Town of Halifax known & dis-
tinguished in the plan of the said town as number (4) also one
other lot or half acre of ground known & distinguished as number
(13) also one tract or parcel of land, bounded on the South West by
lots number fourteen & fifteen and on the North West by William
Goussard's land and the land formerly belonging to James Melna, &
on the North East by Mrs. M. Bannahan's line, with all the appur-
tenances belonging or in any wise appertaining to the premises
all my house-hold & kitchen furniture, also my medicine shop, fire
outlet and books, one negro girl, named Hannah, two horses, one cow
& yearling, one sow.

To have and to hold the same & every part & parcel thereof unto him
the said ^{to} H. Murphy his heirs, executors & assigns forever.
In witness whereof that if I the said John H. Purrington, my heirs
executors & assigns shall on or before the sixteenth day of February
next pay or cause to be paid unto the said Isaac Hilliard, his
executors & assigns the before mentioned sum of five hun-
dred pounds with lawful interest from that date & also exonerate
him from the payment of the sum of two hundred & fifty
pounds for which he stands bound as my security to James
Esom as aforesaid mentioned, then this present conveyance shall
be void, and be the said ^{to} H. Murphy shall recover to me the
said John H. Purrington the before mentioned property, but if I the
said John H. Purrington my heirs executors & assigns shall fail to pay

On the said sixteenth day of ~~4~~ May next the said sum of five hundred pounds and to exonerate the said Isaac from the security which is therein mentioned, then he the said W^m H. Murfree his heirs, Ex^{rs} adm^{rs} or assigns shall & may on giving ten days notice to me the said John H. Purrington my Ex^{rs} or adm^{rs} or on setting up some such notice in some public place in the town of Halifax sell and dispose of the before bargained property at public sale for ready money for the most can be got for the same and out of the proceeds of such sale after securing to himself or themselves sufficient to satisfy his or their costs & charges & trouble I shall pay to the said Isaac Hilliard the sum of five hundred pounds with interest thereon or so much thereof as shall be in & also pay unto James Esq^r the sum of two hundred & fifty pounds for which the said Isaac Hilliard stands bound on my security and the balance of the proceeds of such sales if any remains he the said W^m H. Murfree his Ex^{rs} adm^{rs} or assigns shall pay to me the said John H. Purrington, my Ex^{rs} adm^{rs} or assigns.
In witness whereof I the said John H. Purrington have hereunto set my hand & affixed my seal the twenty third day of August one thousand eight hundred six.

Witness J. J. Daniel.

John H. Purrington seal.

Halifax County N. C. November Session 1806.

Then this deed of Trust was exhibited in open Court and duly proved by the oath of J. J. Daniel a witness thereto and on motion ordered to be registered.

Registered

H. Allen Marshall C. R.

Witness

B. Brigg S. C. C.

This indenture made on the twenty third of August in the year of our Lord one thousand eight hundred and five, between William Richardson Davis of the County of Halifax of the one part and John Holmes Currington of said County of the other part...
 Witnesseth that for and in consideration of the sum of three hundred and fifty dollars to him in hand paid by the said John Holmes Currington, the receipt whereof is hereby acknowledged, that the said William Richardson Davis hath granted, bargained & sold and by these presents doth grant, bargain & sell unto the said John Holmes Currington, his heirs and assigns forever one lot or half-acre of ground in the town of Halifax, distinguished in the plan of the said town as number (14) fourteen & also one other lot or half-acre of ground in the said town, distinguished in the plan of said town as number (15) fifteen and also all that parcel of land adjoining the said lots purchased by the said William Richardson Davis from Nedda and Elizabeth, his wife, as will appear by deed bearing date the 8th day of December, in the year one thousand seven hundred and eighty one, containing by estimation one acre, be the same more or less, with all the appurtenances belonging to the said lots & parcel of land and all the estate and interest whatsoever of him the said William Richardson Davis of, in and to the said premises & every part & parcel thereof, unto to have and to hold the said lots and parcel of land above described and every part and parcel thereof, with the appurtenances unto the said John Holmes Currington, his heirs & assigns to the only proper use and behoof of the said John Holmes Currington his heirs and assigns forever, and the said William Richardson Davis for himself & his heirs, the said lots and parcel of land and every part thereof against him and his heirs and against all and every other person or persons whomsoever to the John Holmes Currington, his heirs and assigns shall and will warrant and force defend by these presents.

In testimony whereof the said William Richardson Davis hath hereunto set his hand and seal the year and day first above written.

Executed in presence of
 Thos. Wall J. Bryant

Wm. R. Davis (Seal)

Halifax County, N.C.

November 20th 1805.

When this deed was exhibited in open court and duly proved by the oath of Thos. Wall a witness thereto & an auction ordered to be registered.

Registered

Witness

J. B. James C.R.

E. Long S. Clk.

Isaac Hilliard to Halcot J. Pride

This Indenture made this 15th day of May 1809 between Isaac Hilliard of the County of Halifax and state of No. Car. and Halcot Jones Pride of the County and state aforesaid witnesseth that he the above Isaac Hilliard for and in consideration of the sum of eleven hundred & fifty dollars to him in hand by the said Halcot J. Pride hath bargained sold & conveyed & by these presents do bargain sell and convey unto the aforesaid Halcot J. Pride and his heirs forever Two lots in the town of Halifax known and distinguished in the plan of the plan of the Town by No. 14 and 15 also one tract or parcel of land bounded on the South West by lots No. 14 and 15 and on the North West by Willie Jones' land and the lands formerly belonging to James Milnor and on the North east by Wm. McClunnehan's line (being the lands I purchased by virtue of a deed of trust to Wm. H. Murfree from John Purrington) with all the houses buildings and improvements thereon unto the said Halcot J. Pride and his heirs forever and he the said Isaac Hilliard doth for himself his heirs &c &c forever warrant and defend the right and title of the above premises against the claim or claims of any person or persons whatever unto the sd. Halcot Pride and his heirs forever
As witness my hand and seal this 15th day of May 1809

Isaac Hilliard

Witness
Charles Cole
Richard Epps

Halcott J Pride to Gavis Dean

This Indenture made this Second day of June 1810 between Halcott J Pride of the county of Halifax and State of No Carolina and Gaviss Dean of the state and County aforesaid Witnesseth that he the said Halcott J Pride for and in Consideration of the Sum of fifteen Hundred dollars to him in hand paid by the said Gavis Dean the receipt whereof is hereby acknowledged, hath bargained sold and Conveyed & by these presents do bargain sell & convey unto the said Gavis Dean and his heirs and assigns forever Two lots in the Town of Halifax Known and described in the plan of the Town by lots No 14 & 15 also one tract or parcel of land bounded on the South West by lots no. 14 and 15 and on the North West by Willie W. Jones and the land formerly belonging to James Millnor & on the North East by Mrs. McCluners line with all the houses buildings & Improvements thereon unto the said Gavis Green & his heirs forever & he the said Halcott J Pride doth for himself his heirs &c &c forever warrant and defend the Right and Title of the above premises against the Claim or Claims of any person or persons whatever unto the said Gavis Dean and his heirs and assigns forever. As Witness my hand and Seal this second day of June, one thousand Eight Hundred and eleven.

Witness William Drew
Charles Cole

Halcott J. Pride (Seal)

Halifax County Nov. Sessions 1811 Then this deed was exhibited in open Court and duly proved by the Oath of William Drew and on Motion ordered to be registered

Pr. H Purnell P R.

Witnes H L Burges C.Ct.

DEEDS (photocopies)

Hilliard to Pride
Pride to Dean

State of New York
 City of New York I do know that on the date herebefore me, Isaac M. Ely a Notary Public in and for the State of New York duly Commissioned and sworn residing in the City of New York personally came and appeared Robert M. Lea the above Constituted, being a person well known to me and executed the foregoing letter of Substitution in my presence and acknowledged the same to be his act and deed for the purposes therein contained and specified - In Faith and Testimony whereof I have hereunto substituted my name and affixed my seal of office at the City of New York this thirtieth day of May in the year of our Lord one thousand eight hundred and eleven
 Halifax County Isaac M. Ely Notary Public

Nov Session 1811 When this Power of Attorney was exhibited in the Court and on motion ordered to be registered - Witness H. J. Panges Secy

Know all men by these presents that I William Stewart Hall of the County of Halifax and State of North Carolina for and in Consideration of the sum of one hundred and fifty Dollars to me in hand paid by John Minge the receipt whereof is hereby acknowledged, have bargained sold aliened & confirmed and by these presents do bargain sell alien and confirm unto the said John Minge a Negro man named Henry purchased by him for the use of George Minge Estate in the State aforesaid To the proper use and behoof of him the said John Minge his heirs & assigns forever To have and to hold the said Negro man Henry to him the said John Minge his heirs and assigns forever - and I do hereby warrant and defend the Negro man Henry to him the said John Minge - his heirs and assigns forever - Witness my hand and Seal this Eighth day of November 1811

John Peckles
 Halifax County I shew that Bill of Sale was exhibited in open Court & on November Session acknowledged & on motion ordered to be registered.
 William P. Hall (Seal)
 Witness H. J. Panges Secy

This Indenture made the second day of June 1810 between Walter H. Pridemore of the County of Halifax and State of N. Carolina and James Dean of the State and County aforesaid Witness that by the said Walter H. Pridemore for and in Consideration of the sum of fifteen hundred Dollars to him in hand paid by the said James Dean the receipt whereof is hereby acknowledged, both bargained sold and confirmed by these presents do bargain sell & convey unto said James Dean and his heirs and assigns forever two lots in the town of Halifax known as described in the plan of the Town by lots No 14 & 15 also one lot of land bounded on the North West by lot No 14 and the South

to James Millnor & on the North East by Mrs. McCumers line with all the
houses buildings & improvements thereon unto the said Gann Green & his heirs
forever & to the said Kalsott & Bride doth for himself his heirs & assigns war-
rant and defend the Right and Title of the above premises against the Claim or
Demand of any person or persons whatsoever unto the said Gann Green and his
heirs and assigns forever. In witness my hand and Seal this second day of June;
one thousand eight hundred and eleven

Witness William Drew
Charles Lee

Kalsott & Bride Seal 3

Halifax County Nov. Sessions 1811. Then this deed was exhibited in open Court and
duly proved by the Oath of William Drew and on Motion Ordered to be registered.

W. H. Parnell P.R.

Witness H. J. Purjes C. Lee

Know all men by these presents that I Jeham Hawkins of Halifax County and State of N^o.
Carolina for and in consideration of the natural love and affection which I have and bear
unto my son John Hawkins and divers other good causes hereunto me moving am for the
further consideration of the sum of one dollar to me in hand paid by my said son
John Hawkins - the receipt whereof do hereby acknowledge having given and
granted & by these presents do give and grant unto my said son John Hawkins - all
that tract or parcel of land Situate lying and being in the County aforesaid on the
South side of the Marsh Swamp Beginning at a Red Oak and Birch Gum on the South side of
Heartwell Heydes mill Swamp (now Culmans) thence due West to the mill pond then round
the margin of the pond where it has heretofore been till coming in with the aforesaid
West line. Coming through the said Mill Pond then by the said line West to a pine in the line
formerly called Alford's then South 300 p. to a red oak near on Cadens Branch then due East
down that Branch 77 pole to a maple then N^o 60 p. to a white oak red oak & pine then
103 p. to two black Jacks & cluster of pines then N^o 55 N^o 42 p. to a small persimian & cluster
of white oaks then N^o 55 p. to the first Station - not including any land which has been
bounded by the said Mill Pond Continuing in all the fore mentioned & elsewhere by the same
more or less. To have and to hold the above tract of land & premises to the only proper use and
benefit of mine the said John Hawkins his heirs and assigns forever under the said Jeham
Hawkins seal and signature the aforesaid tract or parcel of land & premises to my
son John Hawkins his heirs and assigns against all persons whatsoever shall and will
warrant and process defend by these presents - In witness whereof I the said Jeham
Hawkins hath hereunto set my hand and Seal this day of one thousand eight hundred
& Eleven

Signed sealed and delivered
in presence of -

Jeham Hawkins Seal 3
mark

Pendle B. Sebell 3

assigne forever a certain tract or parcel of land lying
in the County of Halifax and adjoining the lands of James
Carruthers & others, containing one hundred and twenty
acres more or less that I bought of Peter Sebell as may more
fully appear reference thereto being had on record. I do have
paid to hold of the said tract or parcel of lands, with
all its profits and appurtenances, to the pole and outwice
of the said Pendle B. Sebell and his assigns forever
and the said Isaac Hilliard doth for himself and
his heirs Executors admors &c covenant forever to warrant
and defend the said land and premises free from all
claims titles and demands of himself and his heirs what-
soever. In witness whereof I have hereunto set my hand
and seal the day and year above written.

read & delivered
in the presence of
the words right firm-
ly subscribed before
assigned
Benjamin Edmunds Junr.
Philip A. Cooke
W. A. Marshall P. R.

Isaac Hilliard Seal
Halifax County N.C.
Then this deed was exhibited in open
Court and duly proved by the oath of
Benjamin Edmunds a Justice there
and on motion ordered to be registered.
Witness Richd H. Long J. C. C.

This indenture made this 16th day of May 1809 between
Isaac Hilliard of the County of Halifax and State of No. Car. and
Habet Jones Pride of the County and State aforesaid witnesseth
that one the above Isaac Hilliard for and in consideration of
the sum of eleven hundred & fifty dollars to him in hand by
the said Habet J. Pride hath bargained sold & conveyed &
by these presents do bargain sell & convey unto the afore-
said Habet J. Pride and his heirs execs &c two lots in the
town of Halifax known and being situated in the plan
of the 7th plan of the town by nos. 14 and 15 also one tract or
parcel of land bounded on the south west by lot no.
14 and 15 and on the north west by John Wolfe land and
the land formerly belonging to James Milburn and on the
north east by Wm. Mc Cupnehan's line being the lands
purchased by virtue of a deed of trust to Wm. H. Marshall from
John Currington with all the houses buildings and im-
provements thereunto the said Habet J. Pride and his
heirs forever and he the said Isaac Hilliard doth for himself
and his heirs &c forever warrant and defend the right
and title of the above premises against the claims or
demands of any person or persons whatsoever unto the sd.
Habet J. Pride and his heirs forever. In witness my hand
and seal this 16th day of May 1809

Witness
Charles Galy
Richard Cope

Isaac Hilliard

Gavis Dean to Elisha B Smith

Know all men by these presents that I Gavis Dean of the State of Virginia for & in consideration of the Sum of Fifteen hundred and fifty Dollars to me in hand paid at & before the ensealing and delivery of these presents by Elisha B Smith of Halifax Town in the State of North Carolina have bargained Sold & conveyed and by these presents do bargain Sell & convey unto the Elisha B Smith his heirs & assigns forever Two Lots lying in Town of Halifax known & described in the plan of said Town by Lots number fourteen (no 14) & number fifteen (no. 15) with the appurtenances also one tract or parcel of Land bounded on the South West by the Said Lotts No 14 & 15 on the north west by Mrs. Mary Jone's Land and the land formerly belonging to James Milner and on the north East by Mrs. McClanahan's line with the appurtenances To have and to hold the premises hereby bargained and sold unto the said Elisha B Smith his heirs & assigns forever-- to the only proper use and behoof of him the Said Elisha his heirs & assigns forever. And I the said Gavis Dean for myself my heirs &c do hereby covenant & grant to and with the Said Elisha B Smith his heirs & assigns to warrant & forever defend the above bargained premises with all the appurtenances unto the Said Elisha B Smith his heirs & assigns against the claim & demand of all persons whatsoever--In witness whereof I the said Gavis Dean have hereunto Set my hand & Seal this 22nd day of November A D 1816

Signed &c before
James Johnston
Henry W Gary

Gavis Dean (Seal)

State of North Carolina

The execution of the written Deed of bargain & Sale from Gavis Dean to Elisha B Smith was this day proven before Jos Jno Daniel one of the Judges of the Superior Court of Law & equity by the oath of James Johnston one of the Subscribing Witnesses thereto. Let it be registered.

Feby 24 1817

pr. M F Ponton PR

J J Daniel JSCLE

James Simmons to Joseph L. Simmons

Know all men by these presents that I James Simmons Sheriff of the County of Halifax by Virtue of Sundry Executions R Kingsbury the Newbern Bank & others against Elisha B Smith returnable to Halifax County Court Aug^t Session 1832 & to me directed did on the 6th day of July 1832 expose to Sale at public Vendue (it having been previously pinned & advertised agreeably to Law) Elisha B Smiths right & interest in Lots Nos Thirteen (13) Fourteen (14) & fifteen (15) lying & being immediately upon the outer limits of the Town of Halifax & adjoining the Lots of Elisha H Eure & others including the dwelling house outhouses Stables be recently occupied by Said E B Smith Containing by Estimation One & a half acres more or less together with the appurtenances thereunto belonging at which Sale Joseph L Simmons became the last & highest bidder in the Sum of Six hundred & fifty five dollars for the said Land & appurtenances thereunto belonging. Now I the Said James Simmons Sheriff of the County aforesaid for & in Consideration of the Sum of Six hundred & fifty five dollars to me in hand paid by the Said Joseph L. Simmons at & before the Sealing & Signing of these presents the receipt whereof I do acknowledge, I do hereby bargain sell alien impart Convey & Confirm unto the said Joseph L Simmons his heirs & assigns forever all the aforesaid tract of land & appurtenances with all right title Claim & demand of or unto the aforesaid tract of land with all its hereditaments & emoluments to the same belonging or in any wise appertaining. To have & to hold to him the Said Joseph L Simmons his heirs & assigns forever in as full & ample a manner as I the Said Sheriff am empowered by Virtue of my office, and further I the Said Sheriff do hereby promise Covenant & grant to & with the Said Joseph L Simmons his heirs & assigns that he the Said Joseph L Simmons his heirs & assigns shall & may from time to time & at all times hereafter have hold possess occupy & clear of From all

membrances had made done or Connected by me the Said Sheriff or by my
order or procurement. And that I James Simmons Sheriff will warrant &
defend the same to the aforesaid Joseph L Simmons his heirs & assigns
forever So for as my office of Sheriff will admit & no further In witness
whereof I have hereunto Set my hand & Seal this 11th day of October 1832

Signed Sealed & delivered
in the presence of
W N Brickett

Jas Simmons (Seal)

Halifax County
Feby Sess 1833

Then this deed was exhibited in open Court &
duly passed by the oath of Wm N Brickett & on
motion ordered to be registered

pr. M F Ponton P R 26 March 1833

Witness M H Pettway Clk
By S H Harnell D C

DEEDS (photocopies)

Dean to Smith
Simmons to Simmons

The witness whereof we have hereunto set our hands & seals in
the County and State aforesaid the sixth day of December A.D.
1876

Signed sealed &
delivered in presence of
Edw Paul
C M Williams

Isa Hardison Seal
Ann Hardison Seal

State of North Carolina

Edward Paul the subscribing Witness to
the within power of Attorney came before me Daniel one of the
Judges of the Superior Court of Law & Equity being duly sworn
proved the execution of the same by Isa Hardison & Ann Har-
dison. Let it be registered

W M F Pontre

Daniel Seal

I know all men by these presents that I Elias Dean of
the State of Virginia for & in consideration of the sum of Fif-
teen hundred and fifty dollars to me in hand paid or secured to
be paid at & before the executing and delivery of these presents by
Elisha B Smith of Halifax Town in the State of North Carolina
have bargained sold conveyed and by these presents do bargain
sell convey unto the said Elisha B Smith his heirs & assigns forever
two lots lying in the Town of Halifax known & located in the
plans of said town by lot number fourteen (14) & number
fifteen (15) with the appurtenances also one tract or parcel of
land bounded on the south west by the said lots No 14 & 15 on
the north west by Mrs Mary Lewis land and the land formerly be-
longing to James Milner and on the north east by Mrs McLagan
remain lying with the appurtenances. So have and do hold the
premises hereby bargained and sold unto the said Elisha B Smith
his heirs & assigns forever to the only proper use and behoof of him
the said Elisha his heirs & assigns forever. And I the said
Elias Dean for myself my heirs for so long as I shall live & great to
and with the said Elisha B Smith his heirs & assigns to war-
rant & forever defend the above bargained premises with all the
rights & appurtenances unto the said Elisha B Smith his heirs & assigns
against the claims & demands of all persons whatsoever. In witness
whereof the said Elias Dean have hereunto set

my hand & Seal this 20th day of November A.D. 1816
Lucas Dean Seal ✓

Signed &
before
James Johnston
& Henry W. Cary

} State of North Carolina

The execution of the
within deed of bargain & sale from Spring Beard to Ebenezer
P. Smith was this day proven before me by one Daniel one
of the judges of the Superior Court of Law & Equity by the
oath of James Johnston one of the subscribing witnesses thereof
to Let it be registered

Feb'y 24th 1817

Daniel Hill

J. L. Poulton

I know all men by these presents that I William Person
of Wagram County for the consideration of the sum of Twenty five Dollars
in hand paid have bargained sold conveyed and by these presents do
bargain sell convey unto the Commissioners of the Town of Halifax the
successory in fee simple a half-acre lot in the said Town & known
and described in the plan of said Town by Lot 113. with the appurte-
nances to have and to hold the same unto the said Commissioners & their
successors forever And I the said William Person for myself my heirs
& assigns warrant & forever defend the said premises with the
appurtenances - Witness my hand & Seal the 21 day of Feb'y 1816

Signed &
before
W. Person

W. Person Seal ✓

North Carolina

The Execution of the within deed from William
Person to the Commissioners of the Town of Halifax & their succes-
sors in office was proven before me by one Daniel one of the judges
of the Superior Court of Law & Equity of said State by the oath
of Henry W. Cary the subscribing witness thereof therefore let it be
registered

J. L. Poulton

Daniel Hill

Joseph L Simmons to George W. Owens

State of North Carolina
Halifax County

Know all men by these presents that

I Joseph L Simmons hath bargained & by these presents do hereby bargain & sell to Geo W Owens a certain tract or parcel of Land lying & being in the County & State aforesaid Containing Three acres more or less: (a part of said land being in the limits of the Town of Halifax Say thru Lots Nos Thirteen (13) Fourteen (14) & Fifteen (15) adjoining the lands of Benj^a Edmunds & others including the Dwelling house out houses Ware houses Stables & recently occupied by me as a residence. Now I the aforesaid Jos L Simmons for & in Consideration of the Sum of Nine hundred Dollars to me in hand paid by the aforesaid Geo W Owens at & before the Sealing & Signing of these presents the receipt whereof I do hereby acknowledge I do hereby bargain sell alien impart Convey & Confirm unto the said Geo W Owens his heirs & assigns forever all the aforesaid tract of land ~~with all its hereditaments & emoluments to the same belonging or in~~ any wise & appertances, with all right title claim or demand of or unto the aforesaid tract of Land with all its hereditaments & emoluments to the same belonging or in any wise appertaining To have & to hold to him the said Geo W Owens his heirs & assigns forever with a reservation of my family Graveyard lying & being in that portion of the premises now occupied as a garden the title to which does not pass out of me the Said Jas L Simmons, and I hereby warrant & bind myself forever to defend the title of Said Property to Said G W Owen. In witness whereof I have hereunto Set my hand & Seal this 19th November 1839

Jos L Simmons (Seal)

Signed Sealed & delivered
in the presence of
Warrantee added before Signed
Jas Simmons
Jos G Bell

State of North Carolina
Halifax County

the purposes therein contained.
26 March 1840

James Simmons the subscribing witness
came before & made oath that Jos L
Simmons executed the within Deed for
Therefore Let it be Registered.

Pr. M T Ponton PR 29th March 1840

J. J. Daniel J.S.C.

DEEDS (photocopies)

Simmons to Owens
Hawkins to Historic Halifax
Restoration Association, Inc.
Historical Halifax Restoration
Association, Inc. to the
State of North Carolina

with all its householding & ornaments to the same belonging or in any order appertaining To have & to hold
 to him the said Geo W Owen his heirs & assigns forever unto a reservation of my family & my goods by
 thing in that portion of the premises now occupied as a garden the title to which does not pass out of me
 the said Geo W Owen, and I hereby warrant & bind myself forever to defend the title of said premises
 to said Geo W Owen. In witness whereof I have hereunto set my hand & seal this 19th November 1839
 Signed sealed & delivered

Geo W Owen

in the presence of
 Warranter added before signed
 Geo W Owen
 Geo W Bell

State of North Carolina James Simmons the subscribing witness came before & made oath
 Halifax County that Geo W Owen executed the within deed for the purposes therein
 contained. Therefore let it be Registered. 26 March 1840

Dr M J Panton 29th March 1840

J J Lamed S B C

This Indenture made & executed the 25th day of March 1840 between Alfred Southgate of the Village of
 Enfield in the County of Halifax & State of North Carolina of the one part & Jeremiah Wallace of the same place of
 the other part Whereof it is to be considered that the said Alfred Southgate is indebted to John Sims Edward James Ho & Van Dew & Norton of the Town of Petersburg for goods & merchandize
 purchased of them to enable the said Alfred & Jeremiah to open a store at Enfield aforesaid as well as
 for by reason of their respective claims to the said Alfred being also indebted to Mr Mal to Whitaker for
 the hire of a negro boy in the sum of forty seven dollars & fifty cents due the 1st day of January 1840 & for
 further consideration of our part to the said Alfred by the said Jeremiah before the signing & sealing
 this Indenture the said Alfred hath hereby sold assigned over & conveyed to the said Jeremiah the following
 property & interest in property to wit: all his right in the books book debts notes bonds & other securities for
 debts & the goods on hand belonging to the firm of J Wallace & Co the title of the Copartnership at Enfield
 aforesaid the right in the negro boy hired as aforesaid of Mr Whitaker his horse, bacon household furniture
 consisting of two beds two chairs of wicker one bureau & side board 1 washing desk 2 stools 2 all other articles
 of the said Jeremiah in trust however for the purposes following & for as aforesaid to enable the said Jeremiah
 to collect the debts & securities of debts due J Wallace & Co aforesaid & to settle the stock of goods now on hand in them
 he shall think most advisable & meet the proceeds pay the liabilities of J Wallace & Co pro Rate should there
 be a deficiency & with the negro & furniture pay off the debt due Mr Whitaker & should Mr Whitaker shall require
 the same to be done & should there be a surplus due Alfred Southgate after closing the present concern of
 J Wallace & Co the said Jeremiah is directed to hold the same subject to the Order of the said Alfred Southgate
 etc. In witness whereof the said Alfred Southgate hath hereunto signed his name & affixed his seal
 Signed sealed & delivered

Alfred Southgate

in presence of
 N W Thomas
 George A Southgate

State of North Carolina James Simmons Clerk of the Court of Pleas & Sessions for the County of
 Halifax County do hereby Certify that George A Southgate came before me this day & made
 oath that he had signed & sealed the within deed in the execution of the foregoing instrument for the purpose
 therein contained. Therefore let it be Registered. Done at Office this 21st day of March 1840
 This deed was recorded to me 31st March 1840 & Registered
 29th March 1840 Dr M J Panton

J J Lamed S B C

NORTH CAROLINA
HALIFAX COUNTY

This DEED, made this the 2nd day of July, 1957, by Johnny Hawkins and wife, Lillie May Austin Hawkins, of Halifax County, North Carolina, parties of the first part, to The Historical Halifax Restoration Association, Incorporated, a corporation organized under the laws of the State of North Carolina, with its principal office in the Town of Halifax, Halifax County, North Carolina, party of the second part;

W I T N E S S E T H:

That the said parties of the first part, for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED (\$5,500.00) DOLLARS to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said party of the second part, its successors and assigns, a lot or parcel of land in Halifax County, North Carolina, described as follows:

Lying and being on the Northeast side of St. David Street (same as N. C. Highway #113 at this point although it is shown as U. S. Highway #301A on the map hereinafter referred to), across said Street from the Temple of Royal White Hart Lodge #2, A.F. & A.M., near the corporate limits of the Town of Halifax, more particularly described as follows: BEGINNING at a 2" iron pipe, corner of the lot herein described and lands of Edward Cheek Estate, in the 40' right-of-way line of N. C. Highway #113, thence along said 40' right-of-way line N. 45-30 W. 142.5 feet to another 2" iron pipe, corner of the lands of the First Baptist Church of Halifax; thence N. 45-15 E. 324.4 feet to another 2" iron pipe at old pine line stump; thence along old fence line S. 55-20 E. 118.0 feet to another 2" iron pipe; thence along an old fence line S. 40-50 W. 346.0 feet to the point of beginning, containing 1.0 acre, according to that certain map or plat entitled "Map Showing Property of Historical Halifax Restoration Association, Incorporated", dated April 16, 1957, made by J. W. Traylor, R. S., of record in Plat Book 8, page 55, Office of the Register of Deeds of Halifax County, North Carolina, and being the identical land described in that certain Deed from Leigh R. Watts et al to Nathan T. Austin and wife, Anna Austin, dated November 19, 1900, recorded under date of 10 A.M., December 4, 1900, in Book 134, page 121, aforesaid Public Registry, and revised by Anna Austin in her Will of record in Wills Book 13, page 86, Office of the Clerk of Superior Court of Halifax County, North Carolina, to Lillie May Austin (same person as Lillie May Austin Hawkins, one of the parties of the first part herein); reference to said map, deed and will being made herein for greater certainty of description.

The said parties of the first part herein reserve the right to occupy the premises conveyed above for ninety (90) days immediately subsequent to the date of this Deed, but shall not be entitled to any possession thereof whatsoever after expiration of the said ninety (90) days.

TO HAVE AND TO HOLD the lot or parcel of land and all privileges and appurtenances thereunto belonging to the said party of the second part, The Historical Halifax Restoration Association, Incorporated, and its successors and assigns, in fee simple forever.

And the said parties of the first part do covenant that they are seized of said premises in fee and have the right to convey the same in fee simple, that the same are free from encumbrances; and that they will warrant and defend the said title to the same against the claims of all persons whatsoever.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Witness to the mark of Johnny Hawkins
F. H. Gregory
(Revenue Stamps \$6.05)

Johnnie Hawkins X (SEAL)
Lillie Mae Austin Hawkins (SEAL)

NORTH CAROLINA
HALIFAX COUNTY

I, Dorothy B. Pittman, Notary Public, in and for the aforesaid County and State, do hereby certify that Johnny Hawkins and wife, Lillie May Austin Hawkins, personally appeared before me this day and each acknowledged the due execution of the foregoing and annexed Deed of conveyance.

WITNESS my hand and Notarial seal this 9th day of July, 1957.

(Notary Public Seal)
My commission expires: 10/10/57.

Dorothy B. Pittman, Notary Public

NORTH CAROLINA) SUPERIOR COURT
HALIFAX COUNTY) July 9, 1957.

The foregoing certificate of Dorothy B. Pittman Notary Public of Halifax County is adjudged to be in due form and according to law. Let the instrument with the certificate be recorded.

Marie E. Spragins, Deputy Clerk Superior Court.

Filed for Registration and Recorded 12:30 o'clock P.M.
July 9, 1957 in Book 629 page 292
F. D. Wilson, Register of Deeds, Halifax County.

STATE OF NORTH CAROLINA
HALIFAX COUNTY

THESE PRESENTS WITNESSETH: That the undersigned Johnny Hawkins and wife, Lillie May Austin Hawkins, parties of the first part, in consideration of \$326.93 to them paid by Historical Halifax Restoration Association, party of the second part, do hereby contract and agree to sell and convey to the said Historical Halifax Restoration Association, Inc., party of the second part its successors or assigns, all of that certain tract or parcel of land lying and being in Halifax Township, Halifax County, North Carolina, described as follows:

That certain tract or parcel of land in Halifax County, near the corporate limits of the town of Halifax, containing 3/4 acre, more or less, and bounded as follows: On the North and West by the land of Robert Knight, on the East by the land of James M. Pittman and on the South, by the County road leading from Halifax to the town of Weldon, being the identical property conveyed unto Nathan T. Austin and Mrs. Anna Austin, by deed of Leigh R. Watts et al, recorded in Book 134, at page 121, Halifax County Public Registry; and being the identical property devised unto Lillie May Austin by Will of Anna Austin, probated October 8, 1940, Office of the Clerk of the Superior Court, Halifax County, and being the tract or parcel of land upon which the parties of the first part now reside; reference to said deed and Will being hereby expressly made for greater certainty of description.

And to execute and deliver to said Historical Halifax Restoration Association, Inc., party of the second part, its successors or assigns, at his or their request, on or before the 9th day of May, 1957, a good and sufficient Deed for said lands, with full Covenants of Warranty; provided, and upon condition, that the said Historical Halifax Restoration Association, Inc. party of the second part, its successors or assigns, shall pay to Johnny Hawkins and wife, Lillie May Austin Hawkins, parties of the first part, or assigns, the sum of FIVE THOUSAND and FIVE HUNDRED Dollars (\$5,500.00), either in cash, or upon the following agreed terms: \$326.93 paid to the parties of the first part this date, leaving a balance of \$5,173.07 to be paid upon the execution and delivery of deed for the aforesaid property, free of all encumbrances, by the parties of the first part to the party of the second part, provided, however, that if the title to the aforesaid property is not marketable, then, and in that event, this option may, at the option of the party of the second part be declared null and void, and the parties of the first part shall return to the party of the second part the \$326.93 paid to them this date. It is understood and agreed between the parties hereto that in the event this option is exercised by the party of the second part, then, and in that event, the parties of the first part shall be entitled to retain possession of the aforesaid premises for ninety days immediately following execution and delivery of the deed for the aforesaid premises by the parties of the first part to the party of the second part.

Witness: W. R. Bryant
Witness: W. R. Bryant

Johnny Hawkins
Lillie Mae Austin Hawkins

(SEAL)
(SEAL)

It is understood and agreed that the said sale is to be made at the option of said Historical Halifax Restoration Association, Inc., party of the second part its successors or assigns, on or before the 9th day of May 1957, and it is further agreed that if the said party of the second part, its successors or assigns, shall not demand the Deed herein provided for, and tender payment as herein provided for, on or before the said 9th day of May, 1957, then this agreement and option is null and void and of no effect; but otherwise this contract is to remain in full force and effect.

Given under our hands and seals this 9th day of April, 1957.

Johnny Hawkins
Lillie Mae Austin Hawkins

(SEAL)
(SEAL)

STATE OF NORTH CAROLINA
Halifax County.

I. W. R. Bryant, Clerk Superior Court, Halifax County, do hereby certify that Johnny Hawkins and Lillie May Austin Hawkins, his wife, personally appeared before me this day and acknowledged the due execution of the annexed instrument. Let the instrument with this certificate be registered.

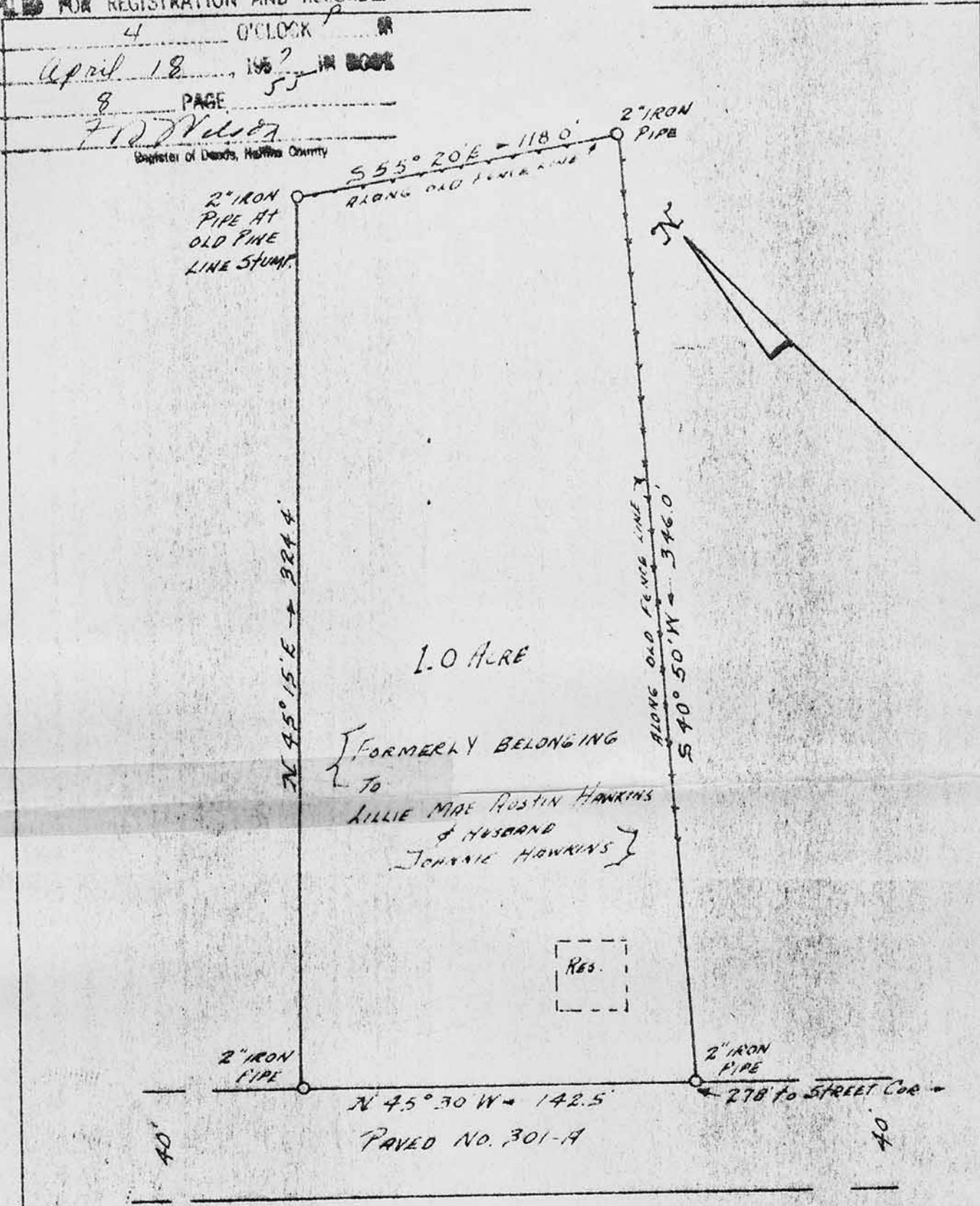
This the 9th day of April, A. D. 1957.

W. R. Bryant
Clerk Superior Court.

(Seal)

Filed for Registration and Recorded 4 o'clock P.M.
April 9, 1957 in Book 627 page 561
F. D. Wilson, Register of Deeds, Halifax County.

4 O'CLOCK
April 18, 1957 IN BOOK
8 PAGE
F. O. Wilson
Register of Deeds, Halifax County



Map Showing Property of
Historical Halifax Restoration Association Incorporated.
Town of Halifax, Halifax County, N.C.
April 16, 1957

Scale 1" = 50'
North Carolina:
Halifax County;
J. J. Taylor being duly sworn says that he is a Registered Surveyor
and that he made the map upon which this affidavit is written from
actual survey made by him on April 15, 1957 and that the same is true
and correct.

J. J. Taylor c.s.

Subscribed and sworn to before me this 18 day of April 1957
Francis O. Wilson R.S.

commission expires 9-11 1958

FILED

MAY 21 5 23 PM 1969

Book 744
SECRETARY OF STATE
NORTH CAROLINA

Halifax County

STATE OF NORTH CAROLINA

DEED

COUNTY OF HALIFAX

THIS DEED, made and entered into this 21 day of
January, 1969, by and between the HISTORICAL HALIFAX
RESTORATION ASSOCIATION, INCORPORATED, a corporation organized under the
laws of the State of North Carolina, party of the first part, and the
STATE OF NORTH CAROLINA, a body politic and corporate, party of the
second part,

WITNESSETH:

That the said party of the first part, for and in consideration
of the sum of ONE DOLLAR and other good and valuable consideration to
it paid in hand by the party of the second part, receipt of which is
hereby acknowledged, has bargained, sold and conveyed, and by these
presents do bargain, sell and convey unto the said party of the second
part, its successors and assigns, [those four tracts of real property
situate in the Town of Halifax, Halifax Township, Halifax County, North
Carolina, being more particularly described as follows:

TRACT NO. 1

All of Lots Nos. 34 and 35 as shown on the Plat of the Town
of Halifax, formerly known as the "Virginia Inn Lot", situate
at the Southeast corner of the intersection of Market Street
(sometimes known as Library or St. George Street) and Dobbs
Street, and adjoining lands formerly owned by Mary E. Webb, now
John B. Bass Estate, and the "Old Gael Lot", now owned by the
Historical Halifax Restoration Association, Inc., and being
the lots described in that certain deed from J. R. C. Faison
et ux et al to Carey C. Johnston, dated November 18, 1918
recorded under date of March 20, 1919, in Book 299, page 257,
Office of the Register of Deeds of Halifax County, North
Carolina, and is the same land described in that certain
deed from Narcissa Horton and Sue Pierce to Cary Johnson,

dated December 9, 1918, recorded under date of March 20, 1919, in Book 299, Page 202, aforesaid Public Registry, SAVE AND EXCEPT that portion thereof heretofore conveyed to Lillian Sydnor by Mattie Johnson, widow, et als, by deed dated August 10, 1951, recorded under date of 11:40 A.M., September 10, 1951, in Book 592, page 156 aforesaid Public Registry. This being the identical real estate described as "Tract No. 1" conveyed to George A. Hux and Jeanette H. Hux, by Deed of Jacob C. Taylor, Commissioner, dated the 26th day of July, 1961 and of record in Book 663, page 162 Halifax County Public Registry, and to which reference is hereby made for greater certainty of description.

TRACT NO. 2

Part of two (2) lots, Nos. Ninety-Three (93) and Ninety-Four (94) in the Town of Halifax, commencing at the corner of Granville and St. David Streets and running nearly west along St. David Street eighty-four (84) feet to a stake, then nearly north across said lots Nos. 93 and 94 two hundred and forty eight (248) feet to the Lot No. 92, Burgess' Lot on said plat; thence nearly east eighty four (84) feet to Granville Street; thence nearly south along Granville Street to the beginning, containing about one-half (1/2) acre, and being the identical property as described as Tract No. 5 in Deed from W. R. Caudle et ux to George A. Hux, dated March 5, 1957, and of record in Book 627, page 441 Halifax County Public Registry. Reference is hereby made to map Book 9, page 10 Halifax County Public Registry.

TRACT NO. 3

Lying and being on the Northeast side of St. David Street (same as N. C. Highway No. 113 at this point although it is shown as U. S. Highway No. 301A on the map hereinafter referred to), across said Street from the Temple of Royal White Hart Lodge No. 2, A. F. & A. M., near the corporate limits of the Town of Halifax, more particularly described as follows: BEGINNING at a 2 inch iron pipe, corner of the lot herein described and lands of Edward Cheek Estate, in the 40 feet right-of-way line of N. C. Highway No. 113, thence along said 40 feet right-of-way line North 45 degrees 30 minutes West 142.5 feet to another 2 inch iron pipe, corner of the lands of the First Baptist Church of Halifax; thence North 45 degrees 15 minutes East 324.4 feet to another 2 inch iron pipe at old pine line stump; thence along old fence line South 55 degrees 20 minutes East 118.0 feet to another 2 inch iron pipe; thence along an old fence line South 40 degrees 50 minutes West 346.0 feet to the point of beginning, containing 1.0 acre, according to that certain map or plat entitled "Map Showing Property of Historical Halifax Restoration Association, Incorporated", dated April 16, 1957, made by J. W. Traylor, R. S., of record in Plat Book 8, page 55, Office of the Register of Deeds of Halifax County, North Carolina, and being the identical land described in that certain Deed from Leigh R. Watts et al to Nathan T. Austin and wife, Anna Austin, dated November 19, 1900, recorded under date of 10 A. M., December 4, 1900, in Book 134, page 121, aforesaid Public Registry, and devised by Anna Austin in her Will of record in Wills Book 13, page 86, Office of the Clerk of Superior Court of Halifax County, North Carolina, to Lillie May Austin (same person as Lillie May Austin Hawkins, one of the parties of the first part herein); reference to said map, deed and will being made herein for greater certainty of description.

TRACT NO. 4

All that certain tract or parcel of land lying and being situate in Town of Halifax, Halifax Township, Halifax County, North Carolina, and being more particularly described as follows: BEGINNING at a stake, said stake being located at the intersection formed by the South side of Main Street and East side of Saint Patrick Street; thence South 47 degrees 40 minutes East 340 feet to stake; thence continuing South 47 degrees 40 minutes East 30 feet to stake; thence continuing South 47 degrees 40 minutes East 208 feet to stake in line of lands of John M. Cobb and Annie Mae Cobb; thence North 42 degrees 20 minutes East 241.78 feet to Iron Pipe, corner for the land herein conveyed, lands of John M. Cobb and Annie Mae Cobb and Halifax Fishing Club; thence continuing North 42 degrees 20 minutes East 463.70 feet to stake, corner for the lands herein conveyed, Halifax Fishing Club and lands formerly belonging to J. W. Harrell; thence North 46 degrees 25 minutes West 64 feet; thence North 43 degrees 35 minutes East 116.17 feet to stake; thence continuing North 43 degrees 35 minutes East 27 feet to iron at high water mark of Roanoke River, it being understood that property line of property herein conveyed is low water mark of Roanoke River; thence in a Northwesterly direction along high water mark of Roanoke River 512 feet ± to stake, corner for the lands herein conveyed and Main Street (if extended); thence South 42 degrees 20 minutes West 4.3 feet ± to stake; thence continuing South 42 degrees 20 minutes West 860.5 feet to stake, the point of beginning, containing 11.08 acres, more or less, as shown and designated on that certain map or plat entitled "Map Showing Property of F. H. Gregory to be Acquired by the State of North Carolina", dated October 1, 1965, recorded in Map Book 12, page 22, Halifax Public Registry; reference to said Map being hereby made for greater certainty of description.

TO HAVE AND TO HOLD the above described tract~~s~~ or parcel~~s~~ of land, together with all privileges and appurtenances thereunto belonging, to the said State of North Carolina, party of the second part, its successors and assigns, in fee simple absolute.

And said party of the first part for itself, its heirs and assigns, does hereby covenant to and with the said party of the second part, its successors and assigns, that it is seized of the above described real estate in fee simple and has the power to convey the same in fee simple; that there are no encumbrances whatsoever upon said property; and the said party of the first part does hereby covenant that it will warrant and defend the title to the same against the claims of any and all persons whatsoever.

IN TESTIMONY WHEREOF, the Halifax Historical Restoration Association, Incorporated, has caused this instrument to be executed in its name for the purposes set forth herein all on the day and year first above written.

HISTORICAL HALIFAX RESTORATION
ASSOCIATION, INCORPORATED

s/ Raymond S. Wilkinson, Jr.
Raymond S. Wilkinson, Jr.
Chairman

ATTEST:

s/ Mrs. W. Turner Stephenson
Mrs. W. Turner Stephenson
Secretary

APPROVED FOR ACQUISITION:

s/ W. L. Turner
Director of Administration

APPROVED AS TO FORM:

ROBERT MORGAN
Attorney General

s/ Rafford E. Jones
Real Property Attorney

STATE OF NORTH CAROLINA

COUNTY OF HALIFAX

I, Frances O. Wilson a Notary Public
in and for the County and State aforesaid; do hereby certify that
Mrs. W. Turner Stephens personally came before
me this day and acknowledged that he is Secretary of HISTORICAL
HALIFAX RESTORATION ASSOCIATION, INC. and that by authority
duly given and as an act of HISTORICAL HALIFAX RESTORATION ASSOCIATION,
INCORPORATED the foregoing instrument was signed
by Raymond S. Wilkins its ~~President~~ ^{Chairman}, attested
by himself as Secretary, and sealed with the common seal of said
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial
Seal this 21 day of January 1969.

Frances O. Wilson
Notary Public

My commission expires:

9-11-70

APPENDIX B

Advertisement by Berry & Owens, Roanoke Advocate, October 28, 1830

FALL TRADE. The subscribers take this opportunity of informing the public in general, that they have just received a fresh and handsome assortment of BOOTS AND SHOES, OF EVERY DESCRIPTION AND QUALITY, which are not to be surpassed by any in the market, consisting in part as follows Ladies' Black Lasting Slippers, square and round toes, do. do. Kid do. do., do. Bronze Morocco, a new fashion article, do. Lasting Strap Shoes do. Morocco do., do. Lasting Lace do., do. Seal Skin do. Gentlemen's 1st quality Boots, Shoes, Bootees and Pumps, Misses & Children's Bootees and shoes, of every description, Servants and Laborers Coarse Shoes and Brogans, Stout Pegged Boots, for Laborers and Field or Swamp Hands. WE HAVE ALSO ON HAND, GENTLEMEN'S GUM MASTIC OVER-SHOES, a fine article for wet weather. We also keep constantly on hand a general assortment of Leather, Calf Skins, Boot Morocco, Seal Skins, &c. with every article which appertains to our line of business, all of which will be sold low for cash. The subscribers continue to MANUFACTURE GENTLEMEN'S BOOTS AND PUMPS, TO MEASURE, in the best manner and neatest style. As they have a first rate set of workmen, they are prepared to execute measures for work with the utmost despatch. All rips done gratis.

BERRY & OWENS

Halifax, North Carolina October 25, 1830

*Warrant Bond
25% COTTON FIBER*

APPENDIX C: FIRE INSURANCE APPLICATION BY G. W. OWENS

Application of Geo W Owens of Halifax in the County of Halifax for Insurance against fire by the North Carolina Mutual Insurance Company for the sum of Six hundred dollars to wit on his Dwelling house \$600 Amount of premium Not [e] \$90. On the north side of King Street & part Lot No 60 town plan of Wood & in good Repair no Scotch in roof 18 x 46 2 Stories high 2 chimneys & 4 fire places no Stoves ashes Carefully removed North & 80 feet is a small frame house the property of G W Barnes South & 100 feet is the store of Estate of Halliday South & 80 feet across street is the Store occupied by S Burrows a storehouse of Mr. Owens is 18 feet West of this house not encumbered Dated the 3^d day of Sept 1849

J Hinsman Agent

G W Owens Applicant

Approved Insuas \$600 at 15 percent for five years
The Secretary will please Number & date this Note

\$90 = For Value received in policy No issued the 3^d day Sept 1849 paid by the North Carolina Mutual Insurance Company I promise to pay the said Company or their treasurer for the time being that sum of Ninety Dollars & ___ cents in such portions & at such time or being as the Directors of said Company may agreeably to the act of Corporation request Dated at Halifax the 3^d day of Sept 1849

G W Owens

Before me C N Webb Justice of the peace for the County of Halifax appeared J Hinsman the Subscribing Witness to the within Memorandum by whom the Execution thereof by Geo W Owens the applicant therein was duly proved. Let the same with this Certificate be registered. Given under my hand at Halifax in said Court this 3^d day of Sept 1849

Registered 3^d Stept 1849
pr M T Ponton PR

Chas N Webb J P (Seal)

Application of Geo W Owens of Halifax in the County of Halifax for Insurance against fire by the North Carolina Mutual Insurance Company for the sum of five hundred Dollars to wit on his Dwelling house Office Barn Kitchen Smokehouse Amount of premium note \$50 - On the north side of the road Road leading to Weldon & near the town of Halifax bounded north by Mrs Epps East by Town line South by Masonic & public road West by Hawkins Lot. Of wood & in ordinary repair no Scotch in roof 28 x 32 2 Stories high 2 chimneys & 4 fire places no Stoves Ashes Carefully removed Kitchen is 90 feet in rear of house & has 1 Chimney & 1 fire place Office is 50 feet off & has no fire place Smoke house is 55 feet off Not Encumbered

Dated 3^d day of Sept 1849

J. Hinsman Agent

G W Owens Applicant

Approved Insuas \$500 - at 10 percent for five years
The Secretary will please Number & date this Note

\$50 = For Value received in policy No _____ dated the 3^d of Sept 1849 issued by the North Carolina Mutual Insurance Company I promise to pay said Company or their treasurer for the time being the Sum of fifty Dollars & ___ Cents in such portions & at such time or times as the Directors of said Company may agreeably to the act of Corporation request. Dated at Halifax the 3^d day of Sept 1849

G W Owens

Before me Chs N Webb Justice of the peace for the County of Halifax appeared J. Hinsman the subscribing Witness to the within Memorandum by whom the Execution thereof by G W Owens the applicant therein was duly proved. Let the same with this certificate be Registered Given under my hand at Halifax in said County this 3^d of Sept 1849

Chas N Webb J. P. (Seal)

This Memorandum was rec^d 3^d Sept 1849
Registered 3^d Sept 1849
pr M T Ponton PR

Fire Insurance Application
by G. W. Owens's Estate

APPENDIX D : INVENTORY OF G. W. OWENS'S ESTATE

Inventory of the Property of G W Owens Sr by his
Executor G. W. Owens, Jr. Jany 1--1851

One Bureau, Three fine Tables 1 Doz cane bottom chairs, One rocking chair
1 Doz cane chairs, Four common Tables, Two Looking Glasses, one wash
Stand. 1 lot crockery, 1 Sett castors, One Sett silver spoons. One lot
glass ware. Four waiters, Two pair andirons Long shovel & Fender, One
heavy Carpit, One lot Kitchen Furniture. One lot tin ware, One lot Stone
ware, One tin safe One gold watch, One cot, 1 Double barrel Gun, One
Single barrell Gun case & instrument One sword, one box Dentist instruments,
One Saddle & bridle. One horse, Three head Cattle, 1 Lot farming utensils,
One grind Stone, One axe, One Cart, 1 pr Old cart wheels, One box books, One
pair hand steelyards, Six Town lots, One Store & Two Dwelling Houses &
out houses, One small Tract land, Six beds & furniture, The trunks, Two chests.

The above is devised by will to Mrs. Elizabeth Owens Except the Store &
Three Town Lots of improvements adjoining.

The dwelling and store house, together with the three lots imediately ad-
joining & improvements, are devised by will to G. W. & N. B. Owens.

G W Owens Exec

An inventory of money due George Owens, Sr. amounted to several thousand dollars,
of which about one-fourth had been written off as bad or doubtful.

Taken from County Records--Halifax, Records (Inventories, Accounts of Sales)
1850-1856, pp. 151-154

STAN COLTON 1900

Wagon

APPENDIX E: WILLS

Halifax November Court A.D. 1850

I George W. Owens Senior of the county of Halifax and state of North Carolina make publish and declare my last will & testament to be as follows hereby revoking all other wills & testaments by me heretofore made.

1st I direct that after my decease my formal charges and just debts shall be paid by my Executor hereinafter named.

2nd I give and devise to my Sons George W. Owens and Napoleon Bonaparte Owens the lot in Town of Halifax whereon my store is situated and also the two lots immediately adjoining together with all the improvements and appurtenances belonging or in any way appertaining to the said three lots, provided however that my son the aforesaid George W. shall retain undivided possession of the said three lots until my son the aforesaid Napoleon Bonaparte shall attain the age of Twenty One years and provided further that if my said son Napoleon Bonaparte die unmarried before attaining the age of Twenty one years then the said three lots are to become the sole and absolute property of my son the aforesaid George W should the said George W be then dead, the share of the said Napoleon Bonaparte in the said three lots is to become a part of my estate generally.

3rd And whereas a partnership exists between my son the aforesaid George W and my self under Articles of Copartnership entered into on the first day of June in the year 1850 and witnessed by F. S. Marshall now I give to my son the said George W the share of the capital stock which I now contribute to the said partnership in trust nevertheless that he shall continue the same together with the sum which he the said George W now contributes to the said partnership until my son the aforesaid Napoleon Bonaparte shall attain the age of Twenty One years in the business designated by the aforesaid Articles of Copartnership and in trust further that on the first of June

following my decease, and on the first of June of every year thereafter until my son the said Napoleon Bonaparte shall attain the age of Twenty One years the said George W and some other discreet person which person is from time to time to be appointed by my wife and to have a reasonable compensation for his trouble shall proceed to ascertain the truth (?) of the said business and the amount of the profits to which my estate may be entitled; and in trust further that the said George W shall annually at the time above aforesaid pay over unto my wife, as much of the profits aforesaid as will be in connection with the property hereinafter devised to my said wife sufficient to support and maintain annually in the manner hereinafter directed my said wife and my children Sarah V, Ann, Napoleon Bonaparte and Josephine. The balance of the profits to which my estate may be entitled he the said George W shall annually add to the capital stock herein given in trust to him; the said George W. being at liberty to increase his own share of the capital stock annually out of his own means in like manner. And in trust further that as my son the aforesaid Napoleon Bonaparte shall attain the age of Twenty One years he the said George W shall receive him as a partner in the business aforesaid and he the said Napoleon Bonaparte shall on attaining that age be entitled to one half of the capital stock which I now contribute according to the aforesaid Articles of Copartnership and shall be a partner to that extent. And my will provides that as soon as my son the said Napoleon Bonaparte shall attain the age of Twenty One years and shall become a partner as aforesaid then I give to said Sons George W and Napoleon Bonaparte the remaining portions of capital stock to which my estate may then be entitled in trust named that they shall continue to use the same in the said business in connections with their own shares of capital stock until my youngest child Josephine shall attain the age of Twenty one years and in trust further that they shall annually at the

time above specified until the said Josephine shall attain the age of Twenty one and together with some discreet person to be appointed as above specified proceed to ascertain the true state of the said business and the amount of the profits to which my estate may be entitled. And in trust further that they shall annually until the said Josephine shall attain the age of Twenty one years pay over unto my wife a certain amount of the said profits as above specified sufficient for the purpose above set forth and the balance of the profits they shall add annually to the capital stock herein given in trust to them as the said George W is above directed to do they being at liberty to increase their own capital stock annually out of their own means in like manner. And in trust further that as soon as my daughter Josephine shall attain the age of Twenty one years they shall proceed to settle and finally wind up the said business and shall make payments to my estate the amount to which it may be entitled.

4th But should my son the said George W die before my son the said Napoleon Bonaparte shall attain the age of Twenty one years then the business as above specified in the third clause of this my will shall be finally settled. And the amount to which my estate may in such a case be entitled shall be paid over to my wife who is hereby authorized to receive the same in trust to use as much there of as shall be sufficient for the support and sustenance of herself and the children in the above third clause signified in the same manner as hereinafter directed until my youngest child Josephine shall attain the age of Twenty one years and the balance she shall use to the best advantage of the estate until said period and when the said Josephine attains the age of Twenty one years the said amount to go into the special fund for division among my said wife and children as hereinafter directed. But in case my son Napoleon Bonaparte should die before attaining the age of Twenty One years leaving my son the said George W surviving

(4)

him then in such case the said George W is to continue the business in the foregoing third clause specified in like manner and under like trusts as therein described until my youngest child Josephine attains lawful age in the same manner as if the said Napoleon Bonaparte were not mentioned nor in any manner allured to in the foregoing third clause of this my will and I desire it further be understood as my will that if my son the aforesaid George W should die at any time before my youngest child Josephine attains the age of Twenty one years then and in that case the aforesaid business in the above third clause specified shall be finally settled and the amt to which my estate may then be entitled shall be paid over to my wife who is hereby authorized to receive the same to be used in the like manner and upon the like trust as already specified in the beginning of of [repeat in text] this, the fourth clause of this my will.

5th And I further insist that if my wife should marry before my daughter Josephine attains lawful age then in that case my said wife shall be required to give bond with good & sufficient security for the faithful execution of the trusts in this will reserved to her. And in case my said wife should die before my daughter Josephine attains lawful age then it is my will that such [guardian?] as shall be appointed or provided to her shall stand in all respects in place of my said wife to execute the trusts herein confided to my said wife provided however that such appointee shall first be required to give bond with good and sufficient security for the faithful execution of said trusts and provided further that such appointee shall not by virtue simply of such appointment later on be entitled to any share in the division of my estate except such as may be allowed as a sufficient compensation for his or her troubles.

6th That portion of my property not otherwise disposed of I give and bequeath to my wife together with that portion of the profits specified in

the third clause of this my will in trust that she shall apply the same to the use and maintenance of herself my said wife and my children Sarah V, Ann, Napoleon Bonaparte and Josephine until the said Josephine shall attain lawful age and in trust further that she shall educate my children Ann, Napoleon Bonaparte and Josephine respectively until they respectively attain lawful age. And that my daughters Ann and Josephine shall have an education suitable to their circumstances and that my son Napoleon Bonaparte shall not have a collegiate education, but a fair English education such as will qualify him for the business of Merchandise. But if any of my said children Sarah V, Ann Napoleon Bonaparte or Josephine should marry before the said Josephine attains a lawful age then their maintenance clothing and education to be no longer a charge on the property in this will given in trust to my wife.

7th I direct that when the period of division hereinafter designated shall arrive that my estate shall be then equally divided between my wife and all my children who may be then alive. And that my sons the aforesaid George W and Napoleon Bonaparte shall receive only so much out of my estate as when added to the property already in this will given and devised unto them shall make their shares equal to the shares of my wife and other children. But if it should so happen when the period of division shall arrive that there be not enough property to make the shares of my wife and other children children [repeated in text] equal to the property herein already bequeathed and given to my sons George W and Napoleon Bonaparte then my will is that at all events the said George W and Napoleon Bonaparte shall retain the said property undiminished and the balance of my property whatever it may be shall be equally divided between my wife and other children.

8th I desire that the property herein given to my son George W shall be his absolutely and [likewise?] that the property herein given in the

(6)

second clause of this will to my son Napoleon Bonaparte shall be his absolutely on attaining the age of Twenty One years or if he should marry before attaining that age then in that case it shall go to him absolutely provided herein that my son the aforesaid George W shall be entitled in such case to retain possession of the three lots specified in the second clause of this will continued until such time as the said Napoleon Bonaparte would attain lawful age [eventually?] but if the said Napoleon Bonaparte die unmarried before he attains lawful age then his proportion of the share in this will devised unto him of the [business?] & the estate shall be made as is in such case needed to be made in the second clause of this my will.

9th I further desire that if any one of my daughters Sarah V. Ann or Josephine should [illegible] or Mary E. Faulcon die before the period of division herein after designated or without lawfully begotten issue alive at said period then and in that case the shares to which she would be entitled were she to live until said period shall be absolutely to the benefit of my wife and other children. But if any of my said daughters should die before said period of division hereinafter designated leaving issue who shall be alive at said period then such issue shall take the share to which said parent would be entitled were she to be alive at said period in other words said issue alive at said period shall in case of the death of the parent take her shares.

10th I direct that the period of division already referred to shall be when my youngest daughter Josephine shall attain the age of Twenty one years. But I declare my will shall be that in case my said daughter Josephine should die before attaining lawful age then in such case the said period of division above mentioned with every thing else in this will written in reference to the time when said Josephine shall attain lawful age shall [be] construed as is intended to be governed by the time when my next youngest child Napoleon

(7)

Bonaparte shall attain lawful age and in case the said Napoleon die before attaining lawful age then when my next youngest child Ann shall attain lawful age, but in case no one of my said three children in this clause mentioned lives to the age of Twenty one years then the period of division above mentioned, and everything else in this will written in reference to the time when the said Josephine shall attain lawful age shall be construed as is mentioned, and as written in reference to as is intended to be governed by and take effect at the death of the survivor of any said three children in this clause named.

11th I appoint my wife sole guardian of my infant children.

12th I do hereby make and ordain my son George W Owens Jr sole executor of this my last will and testament--In witness whereof I the said George W Owens Senior have to this my last will and testament contained in this and the four preceeding pages, set my hand and seal to wit my hand to the bottom of each of the said four pages and my hand and seal to this last page, this 28th day of September in the year Eighteen hundred and fifty.

G W Owens (seal)

The writing contained in this and the four preceeding pages was signed and sealed by the said George W Owens Senior and by him published and declared as and for his last will and testament in the presence of us who have hereunto subscribed our names in his presence and in the presence of each other

Edw Conigland

F S Marshall

Halifax County to wit Court of Pleas and }
Quarter Sessions November Term 1851

Then this Paper pur-
porting to be the last
will and

testament of Geo W. Owens Sr writing is exhibited in open Court and is provided in Court as a will of real and personal estate by the oath of Edw Conigland and F S Marshall the subscribing witness thereto and therefore it is ordered to be recorded. And the executor named therein Geo W Owens Jr came in & qualifies to the said oaths required by law and it is ordered that wtnes testamentary issue accordingly.

Witness W W Daniel Clk

Know all men by these presents that I, G. W. Owens being of Sound mind and memory make and declare this to be my last Will and testament hereby revoking all others heretofore made by me.

First I direct that my Executor hereinafter named shall pay off all my just debts and burial expences.

Second I give to my wife Missouri F. Owens the dwelling in which I reside also the Store House I am engaged in business at this time together with the three lots on which they are situated and the adjoining lots. (Three Lots) with all the improvements thereon, also one thousand dollars.

Third I give to my daughter Elizabeth Mason Owens The tract of land now owned by me known as the Epps Tract (Mill Excepted) also the land known as the Ponton tract, also One thousand dollars.

Fourth I give to Whitmel Stephenson Benjamin G Ellis and William W Ellis My Mill situated on Quankey Creek each to own and equal interest in said Mill and the lands and improvements immediately adjoining (down the Hill) together with all the rights and priviledges I received by purchaze from W. T. Plummer, Trustee also a right of way through the Epps plantation which is devised in this my last will to my Daughter Elizabeth Mason Owens in the third clause of this my will.

Fourth I give to my Sister Mary E Faulcon Five Hundred Dollars.

Fifth I give to my Sister Ann H Owens Five hundred Dollars on the condition that she does not marry H. S. Nevill in two years from the date of this my last Will. If she should marry in this time the five hundred dollars will not be paid to her and will be a portion of my estate and subject to directions hereinafter named.

Sixth I direct that my Executor will immediately after my death take charge of my Estate and that he will sell my entire stock of merchandise at auction at such times as he in his judgement may think best for the interest of my estate and that he will proceed to collect all notes and accounts due my estate as soon as the same can be collected by law after giving due notice. I also direct that he will sell my interest in the Lowe tract of land, also the Store House & ware House known as the Nevel store situated on Main Street in the town of Halifax, also the Brick office with the three lots agoing [sic], also two town Lots adjoining the land of G. C. Whitehead the above property to be sold to make assets to enable my Executor to settle of my indebtedness without selling other property. And after paing [sic] all of my just debts the ballance of the money on hand after paying the legatees the amounts I have given them and paying all other necessary expences in Establishing this will, I desire that the ballance shall be equally divided between my wife Missouri F. Owens and William W. Ellis.

Seventh I appoint John T. Gregory Esqr. my Sole Executor and farther direct that he shall not be requested to give security

Eight I direct my Executor to sell all my farming implents [sic], wagons, carts, Buggy, carriage, one horse, two mules, corn and fodder and use the same as directed in the Sixth clause of this my will. Given under my hand and seal this the 29th day of May 1875

In presence of

G W Owens (Seal)

M H Clark
T B Willcox

THIS WILL IS REVOKED AS TO STEPHENSON

13 Sept 1876

G W Owens

[written across text]

State No Carolina
Northampton County

In the Probate Court
June 24 1879

A paper writing of date May 29th 1875 with subscribing witnesses thereto, together with the clause of revocation written across the same, of date September 13th 1876. without subscribing witnesses, purporting to be the last will & testament of George W. Owens deceased, who died domiciled in Halifax County in said State, is by order of the Judge now presiding in this Judicial District herewith filed, Exhibited for probate before the undersigned Judge of Probate for said County of Northampton by John T. Gregory, the Executor therein named, who as shown by the proceeding herein is Judge of Probate for said County of Halifax, & the due Execution of the paper writing of date May 29th 1875 is proved by the oath & examination of M. H. Clark & T B Wilcox the subscribing witnesses who depose each for himself that said Geo. W. Owens Exhibited said paper writing to them & declared that he subscribed his name at the end thereof; that the same was his last will & testament & that they did thereupon subscribe their names at the end of said will as attesting witnesses thereof - that at said time said Geo. W. Owens was of sound mind & memory, of full age to execute a will & was not under any restraint to their knowledge, information or belief - And it is further proved by the oath & examination of the said Jno T. Gregory, that said will with the clause of revocation of date September 13th 1876 was found among the valuable papers & effects of said Geo. W. Owens, after his death. It is further proved by the oath & Examination of four competent & credible witnesses, to wit, the said Jno. T. Gregory, M. H. Clark, & T. B. Wilcox & James M. Mullen that they are well acquainted with the handwriting of the said Geo. W. Owens, having often seen him write, & verily beleive that the name of said Geo. W. Owens subscribed to said will & clause of revocation & the said will & clause of revocation & every part thereof are in the hand writing of the said Geo.

W. Owens; & that the said handwriting is generally known to the acquaintances of said Geo. W. Owens.

It is therefore considered that the said paper writing together with said clause of revocation is the last will & testament of the said Geo. W. Owens - & the same is ordered to be recorded in the Probate Court for said County of Halifax -

And thereupon, the said John T. Gregory, Executor as aforesaid duly qualifies as such by taking the oath required by law.

Given under my hand and seal of said Court at office in Jackson, this the 24 day June A.D. 1879

N. R. Odom Probate Judge
Northampton County

State Of North Carolina
Northampton County

In the Probate Court
June 24, 1879

Upon the foregoing testimony of Jno. T. Gregory, M H Clark, T. B. Wilcox, & J. M. Mullen it is considered and adjudged that the foregoing paper writing and every part thereof is the last will and testament of G. W. Owens dec^d and that it is executed with sufficient formality to pass both real & personal Estate & is admitted to Probate.

N. R. Odom Probate Judge
N^o ampton County

State of North Carolina
Northampton County

In the Probate Court
June 24 1879

This day John T. Gregory as Executor of G. W. Owens dec^d comes into open Court and qualifies as Executor of G. W. Owens dec^d and thereupon letters testamentary issues.

N. R. Odom Probate Judge
N^oampton County

WILLS (photocopies)

George W. Owens, Sr.
George W. Owens, [Jr.]

Wills, Bk 4, pp. 297-300

Halifax County. Probate Court. 1874.

Halifax N.C. May 26th 1875.

I from all men by these presents that I G. W. Owens being of sound mind and memory make and declare this to be my last will and testament hereby revoking all others heretofore made by me.

First I direct that my Executor hereinafter named shall pay off all my just debts and burial expenses.

Second I give to my wife Missouri F. Owens the dwelling in which she now resides also the Store Room I am engaged in business at this time together with the two lots on which they are situated and the adjoining lots (Three Lots) with all the improvements thereon also one thousand dollars.

Third I give to my daughter Elizabeth Mason Owens the tract of Land now owned by me known as the Epps tract (with exception) also the lands known as the Pouton tract, also One thousand dollars.

Fourth I give to Whitmel Stephenson Benjamin F. Ellis and William H. Ellis My mill situated on Swankey Creek each to own an equal interest in said mill and the lands and improvements immediately adjoining down the Hill) together with all the rights and privileges I received by purchase from W. J. Hummer, together with a right of way through the Epps plantation which is devised in this my last will to my daughter Elizabeth Mason Owens in the third clause of this my will.

Fifth I give to my sister Mary E. Faulcon Five hundred Dollars.

Sixth I give to my sister Ann H. Owens Five hundred Dollars on the condition that she do me marry H. S. Merrill in two years from the date of this my last will, If she should marry in that time the five hundred dollars will not be paid to her and will be a portion of my estate and subject to directions hereinafter named.

Seventh I direct that my Executor will immediately after my death take charge of my Estate and that he will sell my entire stock of merchandise at auction at such times as he in his judgment may think best for the interest of my estate and that he will proceed to collect all notes and accounts due my estate as soon as the same can be collected by law after giving due notice. I also direct that he will sell my entire on the Town tract of lands, also the Store Room and Store Room known as the North store situated on Main Street on the Town of Halifax, also the Tracts of land with the three lots adjoining also two town lots adjoining the land of J. B. Whitehead the above property to be sold to make assets to enable my Executor to settle of my indebtedness without selling other property. And after paying all of my

Halifax County Probate Court 1879

of said Geo. W. Owens, after his death. It is further proved by the
 & examination of four competent & credible witnesses, to-wit, the said
 Ans. J. Gregory, M. H. Clark, & J. B. Wilcox & James M. Muller
 that they are well acquainted with the handwriting of the said
 Geo. W. Owens, having often seen him write, & truly believe that the name
 of said Geo. W. Owens, subscribed to said will & clause of revocation & the said
 will & clause of revocation & every part thereof are in the hand writing of
 the said Geo. W. Owens; & that the said handwriting is generally known
 to the acquaintances of said Geo. W. Owens.

It is therefore considered that the said paper writing together with
 said clause of revocation, is the last will & testament of the said Geo. W.
 Owens - & the same is ordered to be recorded in the Probate Court of
 said County of Halifax -

And therefore, the said John J. Gregory, Executor as aforesaid
 duly qualifies as such by taking the oath required by law.

Given under my hand and seal of said Court
 at office in Jackson, this the 24th day June A. D.
 1879.

N. R. Odom Probate Judge
 Northampton County.

State of North Carolina In the Probate Court
 Northampton County } June 24 1879.

Upon the foregoing testimony of Ans. J. Gregory, M. H. Clark, J. B.
 Wilcox, & J. M. Muller it is considered and adjudged that the fore-
 going paper writing and every part thereof is the last will and testament
 of G. W. Owens dec. and that it is executed with sufficient formality
 the same both real & personal estate is admitted to Probate.

N. R. Odom Probate Judge
 Northampton County.

State of North Carolina In the Probate Court
 Northampton County } June 24 1879.

This day John J. Gregory as Executor of G. W. Owens dec. came
 into open Court and qualifies as Executor of G. W. Owens dec. and
 thereupon takes testamentary oaths.

N. R. Odom Probate Judge
 Northampton County.



V. ILLUSTRATIONS

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PROCEEDINGS OF THE

ILLUSTRATION A: Owens House before
Restoration

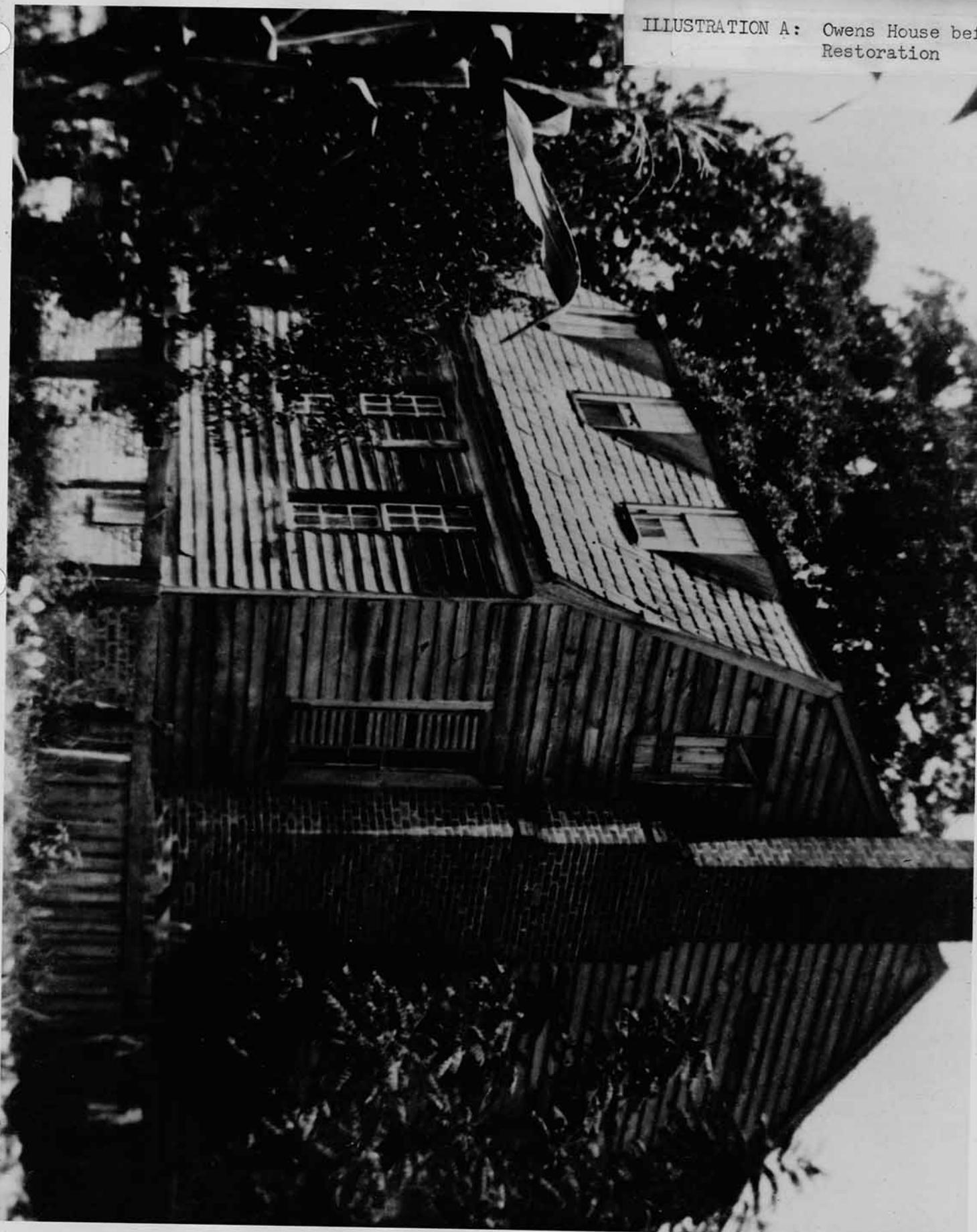
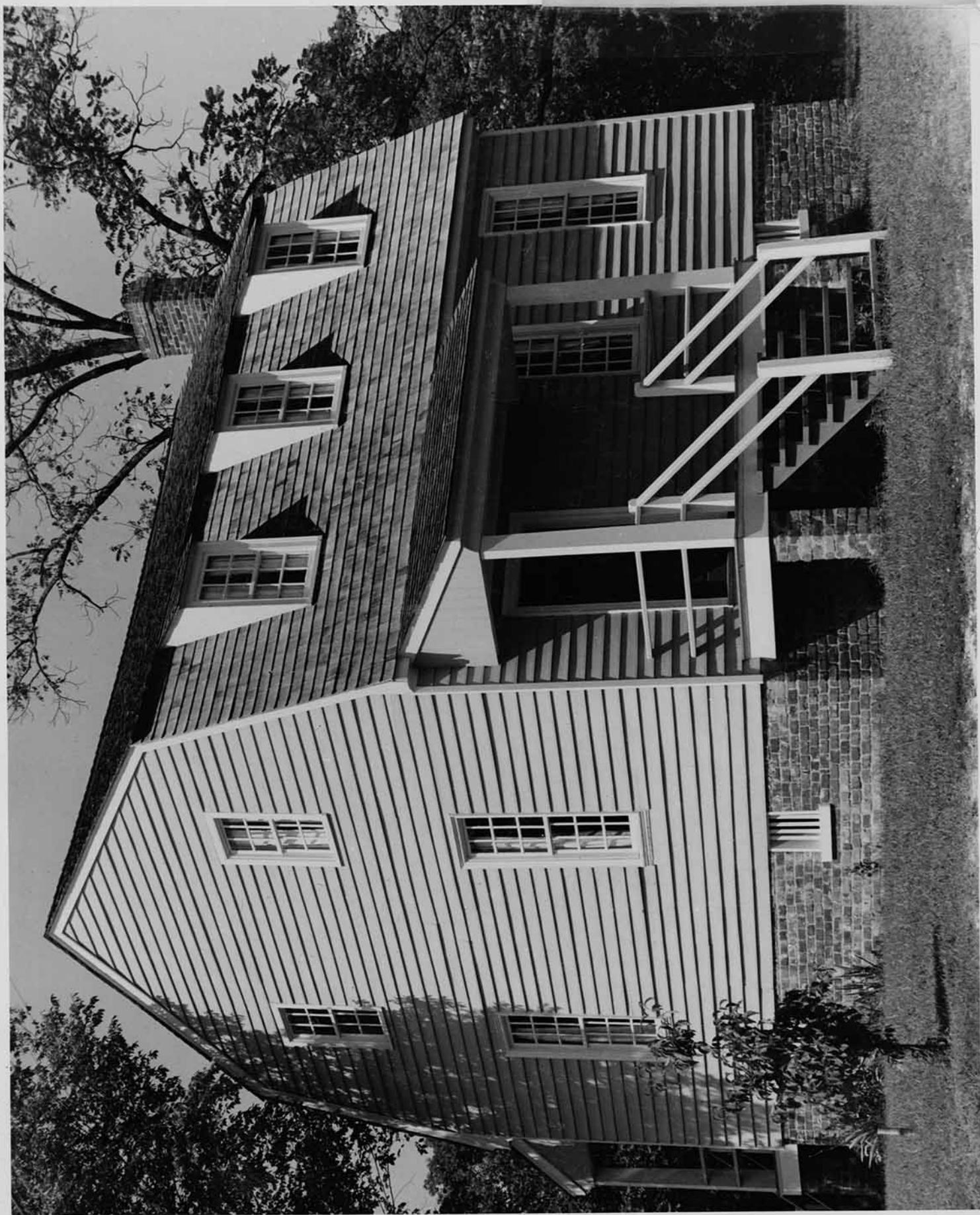


ILLUSTRATION B: Owens House as Restored



X

R O A N O C K

ORIGINAL 13-ACRE TRACT

ILLUSTRATION C: Owens House Location in Relationship to Original Town Plan

