Deed
grantee
Feb 1866
Alexander H Taylor et al

This Deed made this 7th day of May 1866. Between Alexander H. Taylor & Sarah E. his wife of the one part, and Edmund Cabell a freeman, of the other part, all of the County of Augusta State of Virginia. Witnesseth: that for & in consideration of the sum of Fifty dollars, ten dollars of which have this day been paid in Gold by the said Edmund Cabell to the said Alexander H Taylor and the residue whereof viz forty dollars, is payable, one half at the End of six months from this day with interest from date in the Currency of the Country and the other half thereof is with interest from date in like currency, payable at the end of twelve months from this day and both of which deferred payments are evidenced by the single bills of the said Edmund Cabell of even date herewith, and also in consideration of the stipulations & agreements of the said Edmund Cabell hereinafter set forth, they the said Alexander H Taylor & his said wife Sarah E. have expressly reserving the Vendor's lien for the faithful payment by the said Edmund Cabell of the two deferred instalments of Forty dollars each & interest as above described, do with special reservation of lien, grant with general warranty, unto the said Edmund Cabell a certain lot or parcel of land lying in the said County of Augusta on the County Road leading from the town of Staunton by way of the C. & O. R. R. Depot Institution to the Valley Turnpike, and joining the lands of Peter Powers & others thus beginning at a point at or near said County Road present corner to said Taylor and said Peter Powers, thence along with said Powers's line (course South easterly) one hundred & twenty feet to a stake in said line, thence by a new line (course Northeasterly) parallel to the County Road aforesaid seventy three feet to a stake, thence by another new line, (course Southwesterly) parallel to the line first herein indicated one hundred & twenty feet to the County road aforesaid, thence with said road (course Southwesterly) seventy three feet to the beginning

The Stipulation & agreement of the grantee Edmund Cabell, hereinbefore referred to as a valuable part of the consideration of this deed now fully set forth for the purpose of notification thereof to the public is this: If at any time hereafter the said Edmund Cabell shall cease to use the lot hereby conveyed as a residence for his own family or shall desire to sell the same, then in either of said cases, it shall become the privilege of the said Alexander H Taylor and he reserves to him by the said Edmund Cabell his assigns upon his repaying to the said Cabell his original purchase money viz $50 if then unpaid by him or so much thereof as shall have been then unpaid by him and upon his also paying to the said Cabell any increased value of said lot, whether resulting from the said Cabell's expenditures of money or labor thereon or from a general enhancement of real property in Market values the measure of such increased value to be fixed & determined by two persons of judgment & discretion to be selected one by each of the parties or by the umpire of such