

the more effectual way of securing the payment of the said several sums of money at the different periods when they become due, as aforesaid the said Giles Reese and wife hath agreed to convey in trust to the said James Ingham the aforesaid tract of land known by lot 2125 now this Indenture further witnesseth that the said Giles Reese and wife Nancy J. Reese in consideration of the premises aforesaid as well for and in consideration of the sum of one dollar to him in hand paid by the said James Ingham, he hath granted, bargained and sold and do by these presents grant, bargain, sell and convey to the said James Ingham his heirs and assigns the aforesaid tract of lot of land containing three hundred and eighty one acres with all the improvements that now is or may hereafter be thereon in trust and upon this express condition, that is to say, in case the said Giles Reese, should refuse or fail to pay any of the three last mentioned sums of money when the same shall be due to the said trustee or their successors in office, then and in that case, it shall be lawful, at the request of either of the aforesaid parties, for the said James Ingham his heirs, executors, or assigns, to expose to public sale either on the premises or in the Town of Scarsdale, after giving at least twenty days notice at the Court House door of the County of Sampson, by advertisement, the said tract of lot of land or so much thereof as will be sufficient to pay and satisfy the sum or sums due, he or annually. whenever there is a failure or default on the part of the said Giles Reese, or refusal or delay of payment of any of the sums of money aforesaid, due to the said trustee or their successors, until the said sums with all reasonable and legal costs be wholly paid and discharged, out of the proceeds of said sale or sales, first pay and satisfy all sums, which shall appear to be due and owing to the said trustee or their successors as well all reasonable expences incidental hereto and the surplus money, if any pay over to the said Giles Reese his heirs execs or assigns or any other person duly authorized to receive the same and the said James Ingham doth hereby covenant and agree to and with the parties aforesaid that he will well and truly do and execute the trust hereby imposed in him, grant releases, or give and grant a deed of conveyance should it be required when requested by either of the said parties or witness thereof the parties have hereunto set their hands and affixed their seals the day and year first mentioned.

Signed Sealed and Delivered in presence of
At Middletown, Md. D. A. Lord & Edw. Butts

Giles Reese -
Benj. Cobb
Jesse Cobb
John J. Blawie
Henry Webb
Thos. Fitzhugh
James Ingham

At a Court held for the County of Sampson on the 20th day of March 1864 This Indenture was proved by the oaths of Aubin Middleton, M. D. A. Lord and Edw. Butts, the witnesses thereto and ordered to be recorded

To the
Jas. Rocher