and being desirous to secure the payment of the aforesaid sum then the said Joseph S. Joynes and Etheldred Nicholson have agreed that a Conveyance in trust shall be made to the said Thomas Rose or for the benefit of the said Etheldred Nicholson in case the sum of money aforesaid shall not be paid the first day of October next. Now this Indenture witnesseth that the said Joseph S. Joynes for and in consideration of the premises aforesaid and for the further consideration of one dollar to him in hand paid the receipt whereof is hereby acknowledged, hath given, granted, bargained and sold and doth by these presents give, grant, bargain and sell, alien, make over and confirm unto the said Thomas Rose to his executors administrators and assigns the property herein a certain tract or parcel of land situate said Joseph S. Joynes is now in possession containing one hundred and forty seven acres be the same more or less and bounded as follows beginning at a stone corner in Street Harris line and John Henry Fitzhugh orphan of John Fitzhugh dec'd thence along John Henry Fitzhugh's line to Jesse Walker thence along Walker to Henry Parsons line thence along Parsons line to Edwards line and so to the beginning and it is declared to be the true intent and meaning of the parties to these presents and the said Joseph S. Joynes doth covenant and agree with the other parties hereto that in case the said Joseph S. Joynes his executors or administrators shall fail to make payment of the debt aforesaid when due that then the said Thomas Rose his executors administrators or assigns shall at the request of the said Etheldred Nicholson his heirs or adm'rs at any time after the first day of October 1824 after giving due notice of the same not less than ten days sell for cash at public sale sell the above mentioned property to the highest bidder for the best price that can be obtained and out of the money arising from the sale on the first place to pay and satisfy all reasonable charges attending such sale and then the above mentioned debt and then the excess of the money arising from the sale as aforesaid to the use of the said Joseph S. Joynes his heirs or assigns or to such person or persons as he by writing under his hand shall appoint to receive the same and the further sum of one cent to the said Joseph S. Joynes his heirs or assigns all the above mentioned tract and sale the day above mentioned

Joseph S. Joynes (Seal)
Etheldred Nicholson (Seal)
Thomas Rose (Seal)

assigned sealed and delivered in presence of
Henry T. Nicholson
Hearitie Ann Nicholson
Julia Ann Briggs

Whereas since the execution of the within deed in trust I have become indebted to the said Etheldred Nicholson in the further sum of twenty dollars in addition to the sum mentioned in the within deed in trust and being willing and desirous to secure the payment of the same to the said Etheldred Nicholson Jr. therefore I hereby convey unto the said Thomas Rose all the property contained in the within deed after first paying and satisfying the sum or sums of money within mentioned upon the same conditions as the same is conveyed within for the purpose of securing to the said Etheldred Nicholson the aforesaid sum of twenty dollars and the interest which may become due thereon. In testimony whereof I the said Joseph S. Joynes have hereunto set my hand and affixed my seal this 6th of August 1824

Joseph S. Joynes (Seal)

Southampton (County) In the Clerks Office the 6th day 1824. This Indenture was acknowledged by Joseph S. Joynes and also the additional Conveyance was acknowledged by the said Joynes and admitted to record. And at a Court held for the aforesaid County of Southampton on the 16th August 1824 this Indenture and the additional Conveyance as aforesaid were entered upon the proceedings of the day

Teste James Nicholson C.

Deal to Sutter Examined Delivered to James Scott. 11th of Dec. 1824 A.M.

This Indenture made this 19th day of July 1824 between David Deal of the County of Southampton and State of Virginia of the first part James Scott of the said County and State of the second part and Joseph Sutter of the County of Southampton and State of Virginia aforesaid of the third part Witnesseth that whereas the said David Deal stands justly indebted by a Note of hand to the said James Scott in the sum of thirty five dollars current money of the United States of America and whereas for the further assurance of the payment of the said sum it is agreed by the parties hereto that a conveyance in trust shall be made to the said Joseph Sutter for the benefit of the said James Scott of the sum on the note of hand aforesaid shall not be immediately paid with full interest thereon on or before the first day of October next. Now this Indenture witnesseth that the said David Deal for and in consideration of the premises and for the further sum of one dollar to him in hand paid the receipt of which is hereby acknowledged hath bargained and sold and by these presents doth for himself his heirs & administrators give, grant, bargain & sell unto the said Joseph Sutter his heirs & assigns all the tract