

and exclusive Controul and management of all the said property of every description and to  
 sell or dispose of any part thereof sooner than the next winter until he shall be of the opinion  
 that such part can be sold from the rest without impairing in any degree the value  
 or pecuniarity of the part left together, but shall manage the same and other interest of the  
 general purpose of this Inventory that at the expiration of the present year or so soon thereafter  
 as the said trustee may find it practicable and expedient to do so for the general interest  
 of all concerned are in such manner and on such terms as are on such time as he  
 may judge best for those purposes remembering that no security or William Baskerville  
 trustee as aforesaid is to suffer that he make sale of the whole of the said property hereby  
 conveyed of every description save one personal and out of present need together with  
 over and as the attorney of said Lucas to collect receive and give valid acquittance for,  
 that he in the first place discharge all those debts or demands against the said Lucas  
 for the payment of which either of the individuals above mentioned as of the third  
 party or any other person whatsoever now stands bound as his security; or in the event  
 of either or any of the said securities or William H. Baskerville trustee as aforesaid  
 whether enumerated or not, being compelled to discharge any such debt or demand  
 before the said trustee is able to effect arrangements necessary for the adjustment thereof  
 that then the said trustee refund to such security or William Baskerville trustee as aforesaid  
 the sum which he or they may have been thus compelled to advance & bring  
 the sum of the said Lucas in all events to save his securities hereinafter in the first instance that the said  
 trustee out of the said funds next to the securities and said William H. Baskerville debts above mentioned  
 discharge all debt due from the said John Polk of the first part to James Lucas balance to  
 leave the sum of four thousand dollars which he conveys from circumstances unprovided to detect  
 him to occupy a very high ground when graduated by the moral Honorary Society which the said  
 John Polk has reference in making the present adjustment. That the said William then discharge  
 in the like place all other just debts due from the said John Polk to such individuals as may  
 be willing to come in under this deed and signifying their acceptance by subscribing the same  
 within the time stipulated above of them be sufficient funds for that purpose exclusively after  
 necessary expenses attending the execution of the trust and if there be not a sufficiency for that  
 purpose then that he distributes the said surplus among the said Creditors per Rate equitable  
 regard to the dignity or worth of the debt whether Judgment, Bill or account (except Doctor  
 Thomas Good who is already secured by a bond in the Merchants Bank and for the purchase  
 thereof by the said Lucas which only is intended by this instrument to be leased but entirely to  
 the said Polk and that on making due payment he is entirely exonerated from discharging  
 the debt of any Creditor who may decline to stand his chance under this deed etc. To  
 institute legal proceedings of any description to subject any part of the said property persons  
 to the said property at which the said trustee himself may deem it expedient to  
 dispose thereof until every other Creditor has been wholly satisfied and upon the further  
 trust that after the payment of all just demands existing against the said John Polk  
 any part of the said property shall be conveyed to the aforesaid trustee to remain in the hands  
 of the trustee unimpeded that he remove the same to the said John Polk his heirs and  
 administrators aforesaid. In witness of all which the parties hereto have subscribed their names  
 and affixed their seals the day and year above written  
 Signed sealed and delivered  
 in presence of  
 Lunenburg County Town

Mr. David S. Garland and Stanley Russell pro fessors  
 often seen in this County engaged in the State of Virginia do hereby certify  
 that Drs Polk and John H. Melton parties to a certain deed bearing  
 date on the 2<sup>nd</sup> March 1825 and rents annexed personally appeared before us