

all the said William O'Clarke's interest in seven slaves held by the said Sally Pope as dowry
 for life together with all his the said William O'Clarke's interest, right and title in and
 to a certain tract or parcel of land, with its appurtenances, devised to be sold by the last will
 and testament of Joseph Pope as also all debts due the said Wm O'Clarke by account or otherwise
 To have and to hold the said real and personal property, with all and singular the
 promises and appurtenances therunto belonging unto the said James O'Mahony his heirs,
 Executors and assigns forever. In Trust nevertheless that if the said William O'
 Clarke has been and shall be and truly pay the several sums of money hereon
 mentioned, with all the interest which may accrue thereon, and shall also pay all the
 said other demands, with all the interest which may accrue thereon according to the said
 William O'Clarke's several undertakings in that respect: then this instrument and every thing
 herein contained is to be void: But if the said William O'Clarke shall make default and
 fail to pay any sum of money or demand aforesaid and the interest which may accrue thereon
 or any part thereof then or as soon as all or any one of the said securities, or any other person
 claiming title by virtue hereof, shall lawfully or in writing the said James O'Mahony
 his Executor or administrator shall cause to be sold the real and personal property hereby
 conveyed, at public auction to the highest bidder, having previously fixed the time and place
 of sale and given notice thereof for two weeks successively, at the Court House door of Smith
 County, at one or more public places in the said County and in one or more of the news
 papers published in the Borough of Norfolk, and apply so much of the purchase money as will
 be sufficient to pay and satisfy whatever sum or sums of money as shall be then due for drawing
 and recording this deed and all costs and charges attending the execution of this trust, and
 then pay the debts and demands aforesaid in the following order, to wit: the debts for which
 the said Sally Pope, Alexander Mayrick and William Lawrence are bound as aforesaid
 shall be first paid (with the residue of the said debts or demands shall next be paid in equal
 proportion: and whatever balance of money or residue of property shall remain, shall be returned
 to the said William O'Clarke or his proper representatives: And it is covenanted and agreed
 by and between the said William O'Clarke and James O'Mahony that no Credit of
 the said William O'Clarke is to be allowed or permitted to claim the benefit of this deed
 or anything by virtue thereof otherwise than upon the Credit of release and discharging
 him the said William O'Clarke from all other and further responsibility for debt now due
 and owing: And the said James O'Mahony, for himself, his Executor and administrator
 covenants with the other parties to these presents that he will faithfully execute the trust hereby
 reposed in him, and should a sale be made by virtue hereof, that he will faithfully
 apply the proceeds of such sale according to the true intent and meaning of this deed: and should
 no default be made that he will, when required by the said William O'Clarke or his
 legal representatives, a clear and recovery to him the property aforesaid: and until
 such sale as is herein before mentioned shall be made, that the said William O'Clarke
 or his legal representatives shall have the uninterrupted possession and benefit
 thereof. In Witness whereof the parties herunto have to these presents set their hands
 and affixed their seals the same day and year first herein written. Wm O'Clarke (Seal)
 J O'Mahony (Seal)
 Sally Pope (Seal)
 Alex. Mayrick (Seal)
 William Lawrence (Seal)

Agreed and delivered

in presence of
 Benj. E. Powers as to Sally Pope
 Benj. E. Pope
 Wm. Clarke