said property to the said Wm. H. Crocker, his Heirs Executors and admrs upon trust nevertheless
and upon this express condition that he the said Crocker or his representatives shall at the
request of either of the parties to this Deed, sell all or so much of aforesaid property as may be
the said debt, after giving at least ten days notice at three or more of the most public places
in the County to be sold for Cash on the premises or elsewhere as may suit the parties to
these presents may agree upon, and out of the proceeds of such sale first pay and satisfy the
said Nathaniel Francis or his assigns All so all cost and charges incident thereto or to these
presents, and the overplus if any pay unto the said Presley Barnes his representatives or
assigns and the said Presley Barnes do hereby warrant and defend the right and title to
the aforesaid property unto the said Crocker against all persons claiming by or through
him And the said Crocker do hereby covenant and agree to do execute and perform
what he has here undertaken. In Witness whereof the parties to these presents have
hereunto set their hands and seals this day month year first mentioned -

Signed sealed and delivered
in presence of
William Simmons
John L. Cocke

Presley Barnes (Seal)
Nathaniel Francis (Seal)
Wm H. Crocker (Seal)

Southampton County In the Clerks Office the 16th day of April 1832
This Indenture was acknowledged by Presley Barnes and Nathaniel Francis two of the parties thereto and admitted to Record as to them. And at a Court held for the County aforesaid the 21st day of May 1832. The said Indenture was entered upon the proceedings of the day

Teste James Rochelle Clk

Simmons To Nicholson

This Indenture made the fourth day of April 1832. Between Benjamin Simmons of the first part. Thomas Simmons of the second part. and Alse B. Nicholson of the third part. Witness the said Benjamin Simmons is justly indebted to the said Alse B Nicholson in the just sum of two hundred and thirty five dollars and thirty cents due by note bearing date with these presents and the said Benjamin Simmons being willing and desirous to secure the payment of the aforesaid sum of $235. 30 cts. Now this Indenture Witnesseth that the said Benjamin Simmons for and in consideration of the premises aforesaid as also the further consideration of one dollar to him in hand paid by the said Thomas Simmons hath bargained and sold and by these presents doth bargain and sell unto the said Thomas Simmons One tract of land lying and being in the County of Southampton bounded as follows North by Daniel W. Simmons, South by the land of Amos Drake or formerly, East by [illegible] West by [illegible] to him the said Thomas Simmons his heirs and assigns forever upon trust nevertheless that if the said Benjamin Simmons shall pay and satisfy the debt aforesaid due to the said Alse B. Nicholson with the interest thereon on or before the 1st day of April next then the aforesaid land shall be released but in default of payment thereof being made it shall be the duty of the said Thomas Simmons to advertise the time and place of sale and to proceed to sell to the highest bidder the said tract of land for cash and out of the proceeds of such sale pay the debt of $235. 30 cts with the interest to the said Alse B Nicholson and the costs of this trust and the balance pay to the said Benjamin Simmons his heirs or assigns. In Witness whereof the parties have hereunto set their hands and affixed their seals the day and year