

then and in that event this conveyance shall be void and utterly null and void and the
 property hereby conveyed shall revert to be released and reconveyed to the said Alexander
 P. Pate his heirs Executors or administrators. But in failure to pay the same he or his
 estate shall release discharge and exonerate the said parties on or before the first day of January
 next until which time it is agreed and stipulated between the parties hereto that the
 said Alexander P. Pate shall remain in quiet peaceable and undisturbed possession
 of the property hereby conveyed except so much thereof as may be sufficient
 to satisfy and discharge the property conveyed bonds for which the said John Harris
 is bound as Security the said Justice being hereby authorized and required to sell as
 much of the said property as will be sufficient to pay and discharge the amount of
 the said for the coming bonds upon the request of the said John Harris after giving
 ten days notice of the time and place of sale by sticking up advertisements at the front
 house door and at the two taverns in Jerusalem that it shall and may be lawfully
 and full power and authority whereby given to the said William de Carter as Trustee
 aforesaid at the request of the said parties of the second part or any one of them to sell
 and dispose of the said property at public auction for ready money and at the residence of
 the said Alexander P. Pate after giving thirty days notice of the time and place of sale
 in some public newspaper printed and published in the town of Portsmouth and also
 in some public newspaper printed and published in the Borough of Norfolk and also
 by sticking up an advertisement at the Court house door of the County of Southampton or so
 much of the said property as may be necessary and sufficient for the purpose and to convey
 deliver the same to the purchaser or purchasers thereof and out of the proceeds of the sale of the
 said property hereby conveyed and the crops of Corn and fodder farming utensils household and
 kitchen furniture and the two stilles and barrels which is separately set apart and designated
 for the purpose after deducting the costs and charges attending the said sale and other
 and charges of drawing and recording this indenture to satisfy and pay the said
 debts of money which shall think proper and for the said John Harris John of Mann
 Criss and Thomas William P. Gordons Spratley Williams and James Doherty are
 as Securities and if the said property hereby conveyed should prove insufficient to discharge
 the whole of the said claims then they shall be paid pro rata and in due proportion
 to them respectively out of the proceeds of the sale of the crop of Cotton Cotton
 waggon and four mules which expressly set apart designated and appropriated for
 that purpose after deducting the costs and charges attending the said sale to pay off
 and discharge the bonds due to William Harrison and for which the said William Harrison
 and George A. H. Anderson are Securities and out of the proceeds of the sale of the rest of
 the stocks Mules and the horses Hogs cattle and sheep and the Pig which is hereby
 expressly set apart designated and appropriated for that purpose after deducting the
 and charges attending the said sale to pay off satisfy and discharge all debts of money
 that may then be due to the said Charles Pate either as Guardian of persons or as the
 aforesaid and the surplus if any on the several sales to pay over to the general part and to the
 said Alexander P. Pate in equal degree or proportion and of any thing should remain the said
 Justice shall pay over the same to the said Alexander P. Pate his heirs Executors administrators
 or other legal representatives And the said Alexander P. Pate for himself and his heirs
 Executors and administrators do the Covenant promise and agree to and with the parties of the
 second part hereto their heirs Executors administrators and assigns that he has given