

the said parties have unto set their hand and seal this day and year above written
Signed sealed and delivered
in presence of

Dempsey Phelps (S)
Joseph Clark (S)
Anthony M. Steele (S)
Thos. C. Jones (S)

Southampton County In the Clerk's Office the 26th day of February 1834

This Indenture was acknowledged by Dempsey Phelps, & Anthony M. Steele and Thos. C. Jones the parties thereto and admitted to Record and as a Court held for the County of Southampton the 17th day of March 1834 The said Indenture was entered upon the proceeding file of the Clerk of the County of Southampton

Teste James Richards C. C.

Thomas
To
Claud

This Indenture made this 28th day of February in the year of our Lord one thousand eight hundred and Thirty four Between John & Thomas of the County of Southampton and the said Benjamin Williams of the one part and Joseph T. Claud of the said County and State of the second part and Benjamin Williams of said County and State of the third part. Whereof the said John & Thomas stand jointly indebted to the said Joseph T. Claud by a written obligation upon the hand and seal of the said John & Thomas bearing date the 28th day of February One Thousand Eight hundred and Thirty four for the sum of Three hundred dollars lawful money of Virginia and whereas for the further assurance and securing the payment of the aforesaid written obligation it is agreed by the said John & Thomas and the said Joseph T. Claud that a Conveyance in Trust shall be made the said Benjamin Williams for the benefit of the said Joseph T. Claud in case the said obligation should not be paid. And whereas the said John & Thomas for and in consideration of the sum of one dollar and for the further consideration of one dollar to him in hand paid by the said Benjamin Williams the receipt whereof is hereby acknowledged each grants sells conveys and sells alien make over and assign unto the said Benjamin Williams his heirs & assigns one tract or parcel of land lying and being in the County of Southampton on the north side of the Road leading from Jerusalem to Bellfield and containing one hundred and ninety four acres be the same more or less and adjoining the land of Eliza J. Wyatt Esq. Benjamin Williams and Mary Ford. To have and to hold the said tract or parcel of land unto him the said Benjamin Williams his heirs & assigns forever. Upon Trust nevertheless and upon this express Condition that if the said John & Thomas his heirs & assigns shall fail to pay or cause to be paid unto the said Joseph T. Claud the sum of the aforesaid sum of Three hundred dollars then the said Benjamin Williams shall execute proper and legal Release for the said land conveyed but it is agreed by the parties that it is declared to be the true intent and meaning of the parties to the premises and that the said John & Thomas his heirs & assigns shall fail to pay off and discharge the aforesaid obligation that then the said Benjamin Williams his heirs & assigns aforesaid shall at the request of the said Joseph T. Claud his heirs & assigns any time after the due notice thereof not less than six months previous to the sale of the said land proceed to sell the said tract or parcel of land to the highest bidder for ready money and out of the moneys arising from the sale in the first place to pay and satisfy all moneys due and owing attending such sale and then the debt above mentioned and the residue of the moneys