

said River Barker and John L. Thorp and their heirs &c. the sums of the above stated lands, with the interest thereon and legal cost of suit shall be brought on the said lands and the balance of any shall pay to the said James Myrick his heirs &c. But if the whole of the said lands shall be fully paid off & discharged to the said Benjamin Williamson aforesaid on or before the day it becomes due when the same is paid so that no default of payment of the said bonds be made then this Indenture to be void & of no effect remain in full force. Now it is distinctly understood that this deed in trust is not to be taken as one bill said River Barker & Lewis Thorp estate shall be sued on the above stated lands - In Witness whereof the said parties hath hereunto set their hands and affixed their seals the day date above written.

Teste

Jno. R. Mason

Wm. C. Clumme

Benjamin Southern

James Myrick

Benja. Williamson

J. L. Thorp and

River Barker

Southampton County. In the Clerk's Office the 18th day of September 1834.

This Indenture was acknowledged by John L. Thorp and River Barker two of the parties thereto and proved as to James Myrick another party thereto by the oaths of the Subscribing witnesses thereto and admitted to Record as to them. And at a Court held for the County aforesaid the 1st day of October 1834 the said Indenture was entered upon the proceedings of the day - which Clerk's Office on the 15th day of November 1834 the said Indenture was acknowledged by Benjamin Williamson also a party thereto and admitted to Record as to him -

Teste James Rockwell Clk

Scott
to
Pettway

This Indenture made and entered into the 5th day of September in the year of our Lord 1834 between John L. Scott of Southampton County of the first part James S. Muscum of the second and Henry Pettway of the third, all of the County of Southampton and State of Virginia Witnesses that whereas the said Henry Pettway hath this day become pecuniarily indebted to the said John L. Scott to bonds executed to Seth R. Strong, Edwards Shultz & others and the said John L. Scott in order to secure and save himself the said Henry Pettway doth agree before the witnesses to convey the following property to him. Two beds and furniture, two trunks, sitting chair, dining kitchen furniture and every other article which he is at this time in possession of. To have and hold to the said James S. Muscum his agent, Executor or assignee upon this express condition and other thing. If the said John L. Scott shall on application by the parties holding the said bonds pay the amount thereof and all expenses attending the execution thereof together with the interest which thereon lawfully have accrued then this Indenture and every thing herein contained to become null and void but if on the other hand the said John L. Scott shall fail at the aforesaid time to pay and discharge the aforesaid mentioned bonds and interest of any, together with the expenses attending the execution thereof, then at the request of the said Henry Pettway the said James S. Muscum shall set off and sell to the highest bidder (previously giving twenty days notice of the time and place of said sale) and the amount of the said sales first pay and discharge the expenses incurred from the execution of the said sale then pay to the aforesaid Henry Pettway the amount which he will have to pay in said interest, and if any surplus remain pay over to the said John L. Scott his heirs &c. in the mean time it is understood between the parties and witnesses that the said John L. Scott to remain in quiet possession of the above conveyed property until (if any) the day of sale -

Witness

John L. Scott