

after fully paying and satisfying the said debt due to the said Thomas M Marshall & his heirs, relatives and remainder to the said Thomas the full amount of his liability as aforesaid in the more states above so that the said Thomas may be utterly and entirely free & released from his said liabilities & reimburse the amounts of the payment aforesaid. Then the said Trustee shall pay over the said balance to the said George M Marshall or to such person or persons as he may direct and appoint. And if any balance shall remain in the hands of the said Trustee after paying the said debt due as aforesaid to the said Thomas M Marshall of such sum or sums as he or his executor or assigns may have actually paid as aforesaid but before the said Thomas M Marshall shall have been released from all his said liabilities as aforesaid then the disposition of such balance shall be controlled by the said George M Marshall or his assigns and the said Thomas M Marshall or his assigns and if they shall be unable to agree respecting the disposition of such balance the said Trustee shall if the said George M Marshall so direct pay over the said balance to such executor or executor of the said George mentioned above, as the said George may designate, or if the said George shall fail or refuse to direct such disposition of the said balance, the Trustee shall retain the same in his hands until he may be authorized and required according to the former provisions of this deed to pay over the same to the said Thomas M Marshall as aforesaid, or to the said George M Marshall or his executor and assigns as aforesaid. And these provisions are upon the further trust that the said George M Marshall his heirs executor and assigns respectively, shall have and remain in quiet and peaceable possession of all the said property herein conveyed and use & enjoy the same & have, take & receive the profits thereof to his or their proper use and behoof until after default made as aforesaid in the payment of the said sum of money, or in securing the same. The said Trustee shall enter upon & take possession of the said property by the requirement of the said Thomas M Marshall as aforesaid. In testimony whereof the said parties have here to ^{have} set their names and seals the said eighteenth day of April 1835.

Signed sealed and delivered }
In presence of

"Jany 1836. 1 page. interlinea before signing

"A."

G. M. Marshall (Seal)
Thos. M. Marshall (Seal)
Will. M. Harden (Seal)

An Inventory of the Goods of George M Marshall taken at Norfolk the 17th day of April 1835.

3 ft	pantry	Sack of madder	30	120	60	22
6 "	do	do	120	165	37	61 11
2 "	do	do	49	50	12	00
2 "	do	do	49	30	14	70
1 "	do	do	24	50	12	00
1 "	do	do	5	30	1	50
3 "	Muslin	ginghams 24 each	72	35	25	20
1 "	do	do	27	31	8	52
1 "	do	do	6	60	3	60
2 "	do	do	49	37	17	76
1 "	do	do	22	26	2	08
1 "	do	do	5	55	3	03