

Farming, and the estate, right, title and interest of the said Thomas L. Jones, in and to
 the said premises or intended to be hereby granted tract of land and premises. To have
 and to hold the said hereby granted or intended to be hereby granted tract or parcels
 of land and premises, with its appurtenances, together with the aforesaid slaves, and
 all other personal property hereby conveyed, unto the said John M. Hurley, his heirs,
 administrators and assigns forever, to the only proper use and behoof of the said John
 M. Hurley, his heirs, executors and assigns forever: And the said Thomas L. Jones, for him
 self, his heirs, executors and administrators doth hereby covenant, promise and agree to and
 in manner and form following, that is to say that the said Thomas L. Jones, his heirs,
 executors and administrators, the aforesaid tract or parcel of land and premises, with the ap-
 purtenances, together with the aforesaid slaves, and all other personal property hereby conveyed,
 unto the said John M. Hurley, his heirs, executors, administrators and assigns against all per-
 sons whatsoever, shall and will warrant and forever defend by their persons; upon special
 trust nevertheless, that the said John M. Hurley, his heirs, executors and administrators, shall per-
 mit the said Thomas L. Jones to remain in quiet and peaceable possession of the said
 tract or parcel of land and premises with its appurtenances, together with the slaves
 aforesaid, and other personal property hereby conveyed, and take the profits thereof to
 his own use, until default be made in the payment of the sum, either in whole or
 in part: And then upon this further trust that the said John M. Hurley, his execu-
 tors or administrators, shall and will, so soon after the happening of such default of
 payment, as he may think proper or at the request of the said Nathaniel Parsons (being
 partner of Seth R. Strong) for and also as executor of Seth R. Strong) and his executors, ad-
 ministrators or assigns, shall sell the aforesaid tract of land and premises, with the appurte-
 nances, together with the aforesaid slaves, and all other personal property hereby conveyed,
 at public auction for cash or such part as will be sufficient to satisfy the aforesaid
 debts interest & cost, after giving at least thirty days notice at two or more public
 places within the County, of the time and place - date: And out of the monies arising
 from such sale, after satisfying charges thereof and all other expenses attending the pro-
 cess: pay to the said Nathaniel Parsons, as aforesaid, the debts and interest which may
 thereon lawfully accrue; and the balance of any pay to the said Thomas L. Jones or
 his order. But if the aforesaid debts should be fully paid and satisfied: Then
 theIndenture, to be void, otherwise to remain in full force and Virtue. In Witness
 Whereof, the said parties to these presents have hereunto set their hands and af-
 fixed their seals, the day and year first above written.

T. L. Jones (Sd)
 John M. Hurley (Sd)

Southampton County. In the Clerk's Office the 18th day of August 1866.

This Indenture was acknowledged by Thomas L. Jones and John M. Hurley, parties
 thereto, to be their act and deed, and admitted to record. And at a Court held for
 the County of Southampton the 19th day of September 1866, the said Indenture was
 entered upon the proceedings of the day.

Teste L. R. Edwards Clk.