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Beale

to
Elliott Whithead

as Trustee of the

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This Indenture

made, executed and entered into this twenty first day of January in the year of our Lord Eighteen hundred and thirty six, this 1836 between Gilbert M Beale, the debtor, of the first part, Elliott Whithead the security of the second part, and Richard A Reddick Jr. mutually chosen by this parties afore-
said as their trustee of the third part, all the parties residing in the state of Virginia: Whereas the said Gil-
bert M Beale stands security for the said Elliott M Beale in the sum of four hundred and eighty six dollars
and eighty five cents, this \$486.85, to one John Barrett executor of Jordan Barnes dec'd as he is referred to
their note bearing date the twenty first day of January in the year of our Lord 1836, and payable as afore-
said with interest from the date, until more fully appear, and the said Elliott M Beale truly and honestly ac-
cords to indemnify and save harmless him the said Elliott Whithead his security as aforesaid from all damage,
loss or inconvenience whatsoever that he may sustain by virtue of his security, shap aforesaid. Now this Inden-
ture Witnesseth, that for and in consideration of the premises as also the further sum of \$8 to the said Gil-
bert M Beale in hand paid by the said Richard A Reddick Jr. on & before the signing, sealing and delivery of
of this Indenture, the receipt whereof is hereby acknowledged and of which the said Elliott M Beale doth for-
ever acquit and discharge him the said Richard A Reddick, he the said Elliott M Beale hath bargained and
sold, aliened enfeoffed and confirmed, and by these presents doth grant bargain and sell, alien enfeoff
and confirmed, unto the said Richard A Reddick Jr. his heirs and assigns forever the following slaves, to
wit, Moses, Temperance and Harriet. To have and to hold the said negro slaves heron bargained and sold
with all the estate, right title and interest of the said Gilbert M Beale of in and to the same, to the sa
Richard A Reddick Jr. his heirs and assigns forever: to and for the only use and behoof of him the said
Richard A Reddick Jr. his heirs and assigns forever. In Trust nevertheless and for the purposes following
to wit, first that if after the above mentioned bond shall become payable the money due by virtue thereof
shall remain due and unpaid by the said Gilbert M Beale by reason of his death, inability or misman-
agement whereby the money due under the bond, or the balance remaining unpaid, shall become a personal
charge against him the said Elliott Whithead, and the same, or the balance due with interest shall at
any time hereafter have been actually paid by him the said Elliott Whithead to the said John Barrett.
Then and in that case the said Richard A Reddick Jr. his Executors or administrators, shall thereafter,
when required by the said Elliott Whithead his Executors or administrators or by his or their agent or agents
in that behalf appointed, sell and dispose of at public auction giving ten days notice of the time and
place of such sale by advertisement stuck up for that purpose, for cash, the aforesaid negroes heron con-
veyed to wit Moses, Temperance and Harriet for the purpose of paying off the said bond or the
balance due and unpaid as aforesaid including interest on the principal or the balance due from the time
of payment to the day of sale and after making such sale (should any become necessary) and securing
the proceeds thereof, shall proceed without delay, first to discharge the cost and charges of such sale and
all the expenses attending the execution of this trust, hereby created, secondly to pay over to Elliott Whithead
the amt paid by him under the bond, or the balance due and paid as aforesaid with legal interest there-
upon, from the time of the payment to the day of sale, and lastly, to account for and pay over to the
said Gilbert M Beale his Executors or administrators, whatever sums of money, of the aforesaid proceeds
shall remain, after the two first aforesaid objects of trust hereby created, have been affected. Whereas
this Indenture is made upon this further confidence, that the said Richard A Reddick Jr. his Executors
or administrators shall permit the said Gilbert M Beale his Executors or administrators and all other
persons claiming under him to hold peaceable possession and to use the aforesaid Negroes heron conveyed, and
to take to and for his and their use, all the hire fees and profits thereof arising from the labour of
said slaves until a sale of the same, shall be made necessary for the purposes mentioned in this In-
denture: he and they paying all the Taxes and charges upon the aforesaid named slaves during the
time of his or their holding the same and up to the time of the said sale. And lastly, this Indenture
is made upon this third confidence that whenever, or if at any time hereafter all the money both principal
and interest due by virtue of the said bond, shall have been paid by the said Gilbert M Beale or his
Executors or administrators, whereby a sale of the aforesaid, heron mentioned slaves shall be rendered unne-
cessary for that and the other purposes mentioned in this Indenture then, and in that case, the said
Richard A Reddick Jr. his Executor or administrator, shall recover the aforesaid named negroes, with
all the estate, right, title and interest therein hereby conveyed to him the sa Richard A Reddick Jr

Exam'd & deliv-
ed to Elliott M Be-
head, the 6th
Feb'y 1837.