

thence, to be their act and deed and admitted to record as to them. Done at a Court held for the County aforesaid the 17th day of April 1837 the said Indenture was entered upon the proceedings of the day and on the 15th day May 1837 the same was acknowledged by said Bygum of party thence & admitted to record as to him. *Teste J.R. Edwards Clk*

This Indenture, triplicate, made and executed the 18th day of March in the year of our Lord one thousand eight hundred and thirty seven between Barton Chitty of the first part John M Reese and Bourice Chitty of the second part and Bygum Chitty who is mutually chosen as trustee of the third part all of the parish of Saint Lukes and County of Southampton Minersith that whereas the said Barton Chitty wishing to secure John M Reese his security in the sum of Nineteen dollars & 98/100 as per bond bearing date the 13th of September 1837 and to the said Bourice Chitty in the sum of one hundred and twenty nine dollars as per bond executed bearing date the 30th of December 1837 & one bond of the same amount, as per bond executed bearing date the 25th of December 1838 & one bond of the same amount, as per bond executed bearing date the 25th of December 1839 & one bond of the same amount, as per bond executed bearing date the 25th of December 1840 & one bond of the same amount, as per bond executed bearing date the 25th of December 1841 whereas the said J.M. Reese & Bourice Chitty hold hereafter become my security, to any bonds the conveyance will hold the said property bound unto ^{them} this deed &c and the said Barton Chitty being willing and desirous of securing the aforesaid debts or sums of money hath agreed to make over to Bygum Chitty as trustee aforesaid (in trust) the following (property to wit two bay horses one sorrel mare & her increase eight head of cattle & their increase one work steer twenty three head of hogs & their increase, three feather beds, 3 chest one saggan rush bottom chair two Tables, and other household & kitchen furniture plantations utensils two spars of cart wheels & carts, my crop of corn, fodder & crop of cotton & Brandy &c. Now this indenture further witnesseth that J. Barton Chitty, for and in consideration of the circumstances aforesaid, as well for and in the further consideration of the sum of one dollar to me in hand paid by the said Bygum Chitty as trustee aforesaid hath given granted bargained and sold and do by these presents give, grant bargain and sell make over and convey unto the said Bygum Chitty as trustee aforesaid, the aforesaid property, to wit two bay horses, one sorrel mare & her increase, eight head of cattle & their increase one work steer, twenty three head of hogs & their increase, three feather beds, three chest, one saggan chair, two Tables, and other household & kitchen furniture plantations utensils, two spars of cart wheels & carts, my crop of corn, fodder & crop of cotton & Brandy &c. To have and to hold the aforesaid property unto him the said Bygum Chitty and his assigns as trustee aforesaid in trust and upon their expressed condition, that it shall be lawful and is declared to be the true intent and meaning of these presents in case the said Barton Chitty should refuse, neglect or fail to pay to said J.M. Reese and Bourice Chitty or either of them, or either of their heirs or assigns ~~the~~ the aforesaid debt or debts when thereto demanded, for him the said Bygum Chitty or his assigns as trustee aforesaid at the request of either of the parties or their representatives (in writing) to sell (for cash) the aforesaid property or so much thereof as will be sufficient, when he or a majority of the parties may direct after giving at least ten days notice of the time and place of sale, at two or three of the most public places in this County and out of the proceeds of such sale first to pay the debt or debts aforesaid with the accruing interest thereon or either of them for which the sale is made to satisfy, together with all cost and reasonable charges incident thereto and the balance, if any, pay over to the said Barton Chitty or such other persons as may be authorized to receive it, and it is hereby agreed by the parties and expressly understood that either the said J.M. Reese or Bourice Chitty may proceed to have the benefit of this conveyance independent of the other in the same way as if there were separate conveyances and that it shall be lawful for the said Bygum Chitty as trustee aforesaid at the request of either of the said J.M. Reese or Bourice Chitty to carry this conveyance (in trust) out effect as to him & him, and again as to him or him whom he requests, and the said Barton Chitty is hereby warranted and defend the title of the aforesaid property to him the said Bygum Chitty as trustee aforesaid. In Witness whereof the parties to these presents have hereunto set their hands and seals the day and year first written

signed, sealed and delivered
in presence of

Barton Chitty Esq
John M Reese Esq
Bourice Chitty Esq
Bygum Chitty Esq

Southern County. In the Clerk's office the 20th day of March 1837.
This Indenture was acknowledged by all the parties thereto by their act and deed and admitted to record.