

and James H. Seabell have herunto set their hands and affixed their seals the day and year first above mentioned.

Witnessed before signed.

John T. Jenkins
James Williams
Anthony Williams

T. L. Jones

John H. Seabell

Southampton County In the Clerk's office the 5th day of August 1837

This Indenture was acknowledged by Thomas C. Jones and James H. Seabell parties thereto to be themselves and was admitted to record and at a Court held for the County aforesaid the 21st day of said month. After said Indenture was entered upon the proceedings of the day

Teste L. R. Edwards CC

This Indenture made and entered into this the 5th day of August 1837 between William Griffins of the first Part L. R. Edwards of the second part and Samuel P. Nicholson and Benjamin Derangy of the third part all of the County of Southampton Wm. Griffith, that whereas the said Samuel P. Nicholson is bound as security for the said William Griffins in two bonds executed to Stephen Mordaugh administrator of Elizabeth Scurrs decd. one of said bonds executed for the sum of one hundred & seventy one \$100 Dols and the other for the sum of fifty four dollars (one half of said bonds being due from said Nicholson & the other half from said Griffins) dated the 18. June 1837, and the said Samuel P. Nicholson and Benjamin Derangy are jointly bound as security for the said William Griffins in a bond executed and made payable to Joseph Joyner for the sum of one hundred dollars dated 15th of May 1837 and the said William Griffins being willing and desirous to indemnify and save himself the said securityships hath for and in consideration as well of the premises aforesaid as of the sum of one dollar to him in hand paid by the said L. R. Edwards the receipt whereof is hereby acknowledged hath given granted bargained and sold and sold by these presents unto the said L. R. Edwards his executors and administrators the following property to wit one half of the crop of every description including the honey made on the plantation lately in the possession of Elizabeth Scurrs and rented this year by the said Nicholson & Griffins - also his interest in a mule & horse on the said plantation - also four hogs belonging to him the said Griffins and on the said plantation and four feather beds & furniture. To have and to hold the aforesaid property unto him the said L. R. Edwards his executors, administrators & assigns forever. Upon the following trust and confidence that is to say that in case the said Griffins shall fail to pay the debts aforesaid as they respectively become due it shall and may be lawful for the said L. R. Edwards then or at any time thereafter at the request of the said Samuel P. Nicholson & Benjamin Derangy or either of them or the executors or administrators of either of them, to make sale of the property aforesaid to the highest bidder for cash or upon a credit if the parties consent; having first fixed on the day and place of sale at his own discretion and given at least two days previous notice thereof and out of the monies arising from such sale first pay & satisfy the debts first above named for which the said Samuel P. Nicholson is bound as security and then the debts for which the said Samuel P. Nicholson and Benjamin Derangy are securities and the balance if any pay over to the said Griffins his order or representative. And it is expressly agreed that the property aforesaid is to remain in the possession of the said Griffins until the said L. R. Edwards shall be required to make sale thereof. In testimony whereof the parties aforesaid have herunto set their hands and affixed their seals this the day and year first above written

signed sealed & delivered
in presence of

William Griffins

L. R. Edwards

Sam. P. Nicholson

Benj. Derangy

Southampton County In the Clerk's office the 5th day of August 1837.

This Indenture was acknowledged by all the parties thereto to be their act and deed and admitted to record and at a Court held for the County aforesaid the 21st day of the same month the said Indenture was entered upon the proceedings of the day

Teste L. R. Edwards CC