

unto the said Stephen Mordaugh his heirs & assigns in trust forever & it is hereby declared to be the true intent and meaning of this presents that if the said James Broadshaw shall punctually pay to the said S. M. Howell his heirs or assigns the said sum of three hundred dollars & interest agreeable to the tenor of the sd. bonds to the sd. S. M. Howell then the sd. Stephen Mordaugh his heirs & assigns shall hold the said land and property & premises above granted to the sd. S. M. Howell use & behoof of the said James Broadshaw & the sd. Mordaugh mended & agree with the parties hereto that in case the sd. James Broadshaw his heirs or assigns shall fail to make payment to the sd. S. M. Howell his heirs or assigns on or before the first day of January next the sum due on the bonds aforesaid that then the sd. Mordaugh his heirs or assigns shall stand seized of the above granted & bargained premises for the purposes following that is to say that at the request of the said S. M. Howell his heirs and assigns he the said Mordaugh his heirs executors administrators or assigns or either of them shall give twenty days notice & sell at public the above mentioned tract of land & property shall pay the moneys arising therefrom to the sd. S. M. Howell his heirs or assigns as far forth as shall be then due & after satisfying the sd. bonds & interest & all the expenses remaining from the notice & sale shall pay the surplus moneys to the sd. James Broadshaw or his heirs. In witness whereof the said parties have hereunto set their hands & seals the day & year above mentioned

James Broadshaw
S. M. Howell
Stephen Mordaugh

Southampton County In the Clerk's Office the 13th day of December 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 said County the 18th day of said month the said Indenture was entered upon the proceedings of the day

Teste S. R. Saunders Clk

Nicholson
to
Mason & Goodwyn
Grantee
Coventry
to
A. C. Ball
Dec 31/1838

This Indenture, made and entered into this 12th day of December One Thousand eight hundred and thirty seven between Ann Nicholson of the County of Southampton, of the first part; Augustine C. Ball of the second part and John B. Mason and William B. Goodwyn of the third part. Whereas, the said Ann Nicholson is justly indebted to the said John B. Mason, called Guardian to Rebecca and Thomas Applebute, in the sum of Two hundred and eighty eight dollars and fifty cents with interest from the 21st day of March 1837, due by bonds dated on that day and payable on demand: and is also justly indebted to the said John B. Mason by bond of equal date with these presents in the sum of Two hundred and fifty two dollars of lawful money payable on demand: and whereas she is justly indebted to the said Wm B. Goodwyn, in the sum of one hundred & 40 dollars of lawful money, by bond of equal date with these presents, (payable on demand: and the said Ann Nicholson being) willing and desirous to secure the payment of the said several sums of money with the interest thereon: This Indenture witnesseth that for and in consideration of the premises and of the sum of one dollar to her in hand paid by the said Augustine C. Ball, before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, she the said Ann Nicholson hath granted bargained and sold unto the said Augustine C. Ball, subject to a Deed of Trust executed to him by the said Ann Nicholson for the benefit of Richard Stewart, dated on the 21st day of October in the year 1833 and of force in Southampton County Court Clerk's Office, the following property to wit: her right and interest in the negro slaves and lands which have been allotted to her for her dower in the estate of her late Husband John Nicholson and also their household and kitchen furniture, the plantation stumps and stock of horses cattle and hogs together with the cropswheat may be grown and raised on the dower lands and with the slaves aforesaid, during the next and each succeeding year, until this trust shall be closed, and the hires of such slaves as aforesaid as may be hired out, to have and to hold the said lands, slaves and other property aforesaid to him the said Augustine C. Ball, to him & to his heirs executors and assigns forever. Upon Trust nevertheless that the said property so conveyed as aforesaid shall be and remain in the possession of the said Ann Nicholson and be worked on the plantation or such of the slaves as she or he shall be deemed most advantageous for the parties, and the hire bonds to be made payable to the said Aug. C. Ball and the profits to be made to be by him disposed of for the payment, first of the debts secured in the deed for the benefit of the said Richard Stewart and then to the debts secured in this deed moving a sufficiency for the support of the family and to make another (if) and the said Aug. C. Ball or being so required is to take possession of the said property: and sell the same or a sufficiency thereof, on a credit of twelve months and the proceeds