

This Indenture made this 16<sup>th</sup> day of March 1838 between Alexander P. Peete of the first parts,  
James S. French of the second parts and Mark T. Peete, George A. Peete and Martha N. Dillard <sup>debtors</sup> creditors as well  
as all other persons creditors of the said Alexander P. Peete of the third parts. Witnesseth that the said Alexander P.  
Peete in order to secure and provide for the payment of the following debts to wth. a debt due Mark T. Peete  
of £1200 due by note executed March 15<sup>th</sup> 1838 or 1st of the same month - a debt due George A. Peete of about  
£800 loaned by said A.P. Peete to Geo. W. Peete, and paid by an order drawn on John F. Mason for the amount  
the date of the said debt and price of amount not recollects and a debt due Martha N. Dillard by two notes  
executed about the 20<sup>th</sup> of January 1838 and one therefor the sum of £400 due by note executed March 10<sup>th</sup> 1838  
all of which will more fully appear by reference to the said notes and also for and in consideration of £5 to the  
said Alexander P. Peete in hand paid by the said James S. French before the signing sealing and delivery of this  
Indenture has granted bargained sold aliened and conveyed and by these presents does grant bargain sell alien  
and convey unto the said James S. French his heirs and assigns forever. The following negroes now in possession of Charlotte  
Nicholson and in whose possession they are to remain until her death. That is all right title and interest whatsoever  
which the said A.P. Peete has to the negroes herein after enumerated, to wth. Daniel Henry, Albert Jack, Abby and Min-  
now with their children and the future increase of said female slaves they, the said negroes having been given  
to William A. Peete son of Alexander P. Peete by his Grandmother Charlotte Nicholson as will appear by a deed of gift  
on record in the Clerks Office of Southampton bearing date August the 17<sup>th</sup> 1831 and the said William A. Peete han-  
ding and they have descended to A.P. Peete as his heir at law. To have and to hold the said negroes above mentioned  
and their increase together with all right title or interest whether present, in remainder or reversion which the said A.  
P. Peete has in and to the slaves above mentioned to the said James S. French his heirs and assigns forever, but in  
trust nevertheless, and for the following purposes, to wth. first that in the event that the said A.P. Peete shall fail to  
pay the debts before specially enumerated when he shall be required to do so, by the persons or their representatives to  
whom they are due, then, saving and excepting one year from the date of this indenture, or in the event of Charlotte  
Bryant formerly Charlotte Nicholson dying before the expiration of a year from this date then immediately af-  
ter her death the said James S. French shall whenever required by any two of the special creditors before mentioned  
or their representatives, advertise the slaves herein conveyed, at several public places, giving at least thirty days  
notice, and then sell them to the highest bidder for cash or credit as the slave be directed, and the proceeds of  
such sale, all necessary expenses being first paid, applying as follows, to wth. to the payments of the debt due  
Mark T. Peete George W. Peete and Martha N. Dillard with the interest which may have accrued on them, and  
the residue of the proceeds of such sale to be by the said James S. French applied as follows to wth. to be distributed  
among the following other creditors of the said A.P. Peete in proportion to the amount of the respective debts - Heath & Mason  
William Gilmore & Co. William B. Goddard, Gregory Rawlings Estate, Benj Williamson, John B. Mason Isaac H.  
Dani. Susan Rawlings, Ruth Nicholson Est, Miles Esauance, Lins A. Brown, Jones Dillards Est, Geo.  
A. B. Parkman Est, James Henry and Mordecai Brown & Co and all other creditors of the said A.P. Peete not here-  
in enumerated, and the remainder, if any, after the payment of all the aforesaid debts, to be paid over to  
the said A.P. Peete his heirs for. But in the event of the said A.P. Peete paying the debts herein specified and  
and rendering a Sale unnecessary then this Indenture is to be void, or else to remain in full force and virtue.  
And the said James S. French for himself his heirs & covenants with the other parties to this deed that he will  
faithfully execute the trust hereby reposed in him, and should a sale be made by notice hereof that he will forth-  
with apply the proceeds of such sale according to the true intent and meaning of this, and should no default  
be made that he will when required by the said A.P. Peete or his representatives release and convey to him or them  
the property aforesaid, and furthermore that the said Charlotte Bryant shall have the uninterfereable possession  
and benefit of said property conveyed as herein authorized so long as it remains in the County of Southampton  
Essex whereof we have hereunto set our hands and seals this day and date above written.

A.P. Peete  
James S. French

Southern County In the Clerks Office the 17<sup>th</sup> day of March 1838.

This Indenture was acknowledged by Alexander P. Peete & James S. French parties thereto to be  
due and admitted to record. And at a Court held for the said County, the 19<sup>th</sup> day of the same month, the said  
Court was informed upon the proceedings of the day.

Test. J. R. Collier