

the neighbor hood. and out of the monies arising from such sale, shall after satisfying the charges there of and all other expenses attending the premises pay to the said Zachary Story, his executors admin. or assigns the said sum of two hundred and seventy two dollars 72/100 with the interest, which may thereon lawfully have accrued or so much as may then be due and the interest thereon, and the balance if any shall pay to the said Jacob Jordan his heirs executors admin. or assigns half of the whole of said debt and the interest thereon shall be fully paid off and discharged to the year four four one thousand eight hundred and thirty eight so that he actually if payment made in full force and virtue. In Witness whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written

Signed sealed & delivered

In presence of }
Levi H Story

Jacob Jordan Seal
Robt. S. Barnes Seal
Zachary Story Seal

Southampton County In the Clerk's Office the 21st day of May 1838.

This Indenture was acknowledged by Zachary Story a party thereto. And in said Office the 20th day of June 1838 the same was acknowledged by Jacob Jordan another party thereto and submitted to record. And as a Court held for said County the 18th day of July 1838 the said Indenture was entered upon the proceedings of the day

Teste L R Edwards Clk.

This Indenture made and entered into this 26. day of June one thousand eight hundred and thirty eight. between Thomas C. Jones of the first part Settlor R. Edwards of the second part and James D. Maspenburg of the third part. Whereas the said Thomas C. Jones is indebted to the said James D. Maspenburg in the sum of two hundred and forty two dollars 72/100 to be paid on the first day of July next as will appear by note bearing date with these presents, and the said Thomas C. Jones having executed his obligation bearing date 12th day of Jan'y 1836 for the payment of the sum of \$1081.7/100 dollars to Robert Richs as administrator of Edward Richs with James D. Maspenburg and James S. Bell as his securities for the faithful discharge of the same, the payment of which debt the said Thomas C. Jones is desirous of securing and indemnifying his said securities against any loss. Now this indenture Witnesseth that for and in consideration of the promises and the further consideration of one dollar in hand paid to the said Thomas C. Jones by the said Settlor R. Edwards. the said Thomas C. Jones hath bargained and sold and by these presents doth bargain and sell unto the said Settlor R. Edwards his heirs and assigns forever all the right title & interest which he the said Thomas C. Jones acquired by reason of a certain deed of conveyance bearing date 13th of March one thousand eight hundred and thirty eight executed by James Blythe and conveying to him the said Thomas C. Jones whatever interest he the said Blythe had in the slaves here by Polly Camp as he owes in the slaves of George Camp decd. like wise one barouck and harness, one horse called Logan and two bay horses. Upon trust nevertheless that in the event of failure on the part of the said Thomas C. Jones to make payment of the above mentioned debt of two hundred and forty two dollars 72/100 he the said Settlor R. Edwards being thereto required by the said J. D. Maspenburg, make sale to the highest bidder for cash of all the interest conveyed as aforesaid in said slaves or the slaves themselves if they have been removed to foreign parts ^{having} previously given ten days notice of the time & place of sale and out of the proceeds of sale pay and satisfy first the expenses of this trust and the debt due to J. D. Maspenburg with the interest and the residue apply to the redemption of the debt due Robert Richs or to reimburse any monies which the said J. D. Maspenburg or James S. Bell may have advanced and upon the further trust that whenever thereto required by J. D. Maspenburg or Jas. S. Bell, the said Settlor R. Edwards will in like manner sell at auction the barouck and harness with the three horses and apply the proceeds accruing therefrom to the discharge of the before mentioned obligations due to Robert Richs or the reimbursing of the said James D. Maspenburg and James S. Bell any monies which they or either of them may have advanced on account of said obligation. That should the said Thomas C. Jones truly and faithfully discharge said debt then this Indenture to be void Given under our hands and seals this 26th day of June 1838.

Noted
Rec'd
6. in 1843.