

in his possessions provided it does not exceed forty barrels and all the estate right title and interest of the said John H Waller in and to the said granted or intended to be hereby granted property. To have said William Piner his heirs executors administrators and assigns forever to the only proper use and behoof of the said William Piner his heirs executors administrators and assigns forever to the only proper use and behoof of the said John H Waller for himself his heirs executors administrators and assigns forever promise and agree to and with the said William Piner his heirs executors administrators and assigns forever in manner and form following that is to say that the said John H Waller his Piner his heirs executors administrators and assigns against all persons whatever shall and will warrant and forever defend by these presents; upon trust nevertheless that the said Waller and Piner his heirs executors and administrators shall permit the said John H Waller to remain in quiet and peaceable possession of the said property hereby conveyed and take the profits thereof to his own use until default be made in the payment of the said sum of two hundred and fifty eight dollars and thirty four cents either in the whole or in part: and then upon this further trust that in his heirs executors administrators or assigns shall and will so soon after the happening of such default of payment as he his heirs executors administrators or assigns may think proper or the said S & S Drury their executors administrators or assigns shall request sell the said property hereby conveyed or such part of the hereby granted property as the trustee or his representatives hereby authorized to act shall think sufficient for the purpose and shall think proper to sell to the highest bidder for ready money at public auction after having fixed the time and place of sale at his own discretion and given ten days notice thereof and out of the monies arising from such sale shall after satisfying the charges thereof and all other expenses attending the premises pay to the said S & S Drury their heirs executors administrators or assigns the said sum of two hundred and fifty eight dollars and thirty four cents within the interest which may thereon lawfully have accrued and the balance if any shall pay to the said John H Waller his heirs executors administrators or assigns. But if the whole of the sum of two hundred and fifty eight dollars and thirty four cents shall be fully paid off and discharged to the said S & S Drury their executors administrators or assigns on or before the first day of March in the year eighteen hundred and thirty nine when the same is payable so that no default of payment of the said sum of two hundred & fifty eight dollars and thirty four cents be made then this indenture to be void or else to remain in full force and virtue. In Witness whereof the said parties to their present have hereunto set their hands and affixed their seals the day and year first above written

Dealed and delivered }

in presence of }

David Wallard

John H Pittsbaugh

Prise Fille

John H Waller Esq^r

Wm. Piner Jr Esq^r

S. & S Drury Esq^s

Southampton County Ind The Clerk Office the 18th day of February 1839

This deed of Trust from John H Waller of the first William Piner of the second part and Samuel and John Drury of the third part was acknowledged by the said John H Waller William Piner and Samuel Drury parties thereto to be their act and deed and submitted to Records

J. L. Edwards, Clerk

This Indenture made this thirteenth day of October in the year of our Lord one thousand eight hundred and thirty eight between Robert S Barnes and Eltilda his wife of the County of Southampton and State of Virginia of the one part and Josiah Ferguson of the said County and State of the other part. Witnesseth that the said Robert S Barnes and Eltilda his wife for and in consideration of the sum of one hundred and forty four dollars and ninety one cents to them in hand paid by the said Josiah Ferguson at or before the making and delivery of these