

To have and to hold, to have the said A. A. Drewry his heirs and assigns forever, and the said Samuel M Pond for himself his heirs executors and administrators does Covenant with the said A. A. Drewry his heirs and assigns that he the said Saml. M Pond will and his heirs executors and administrators shall warrant and defend the same to the said A. A. Drewry his heirs and assigns forever against the lawful claims and demands of all persons whatsoever. Upon trust nevertheless that the said A. A. Drewry his heirs and assigns shall permit the said Samuel M Pond to remain in quiet and peaceable possession of the said tract of Land and its appurtenances and to take the profits thereof to his own use until default be made in the payment of the said sum of \$120.00 cents in whole or in part and then upon this further trust that the said A. A. Drewry shall and will as soon after the happening of such default of payment as he shall be requested by the said Patrick H Rawlings his executors administrators or assigns do to do sell the said Land and its appurtenances or such part thereof as shall be sufficient for the purpose at public auction to the highest bidder for ready money after having fixed the time and place of sale at his own discretion and given one month's notice thereof at two or more public places in writing and also notified the same by advertisement at the door of the Courthouse of the County on some Court day previous to the day of sale, and out of the proceeds of sale shall after satisfying the expenses thereof and all other expenses attending the execution of this trust pay to the said Rice B Pierce administrator of Peter S Pierce and his executors administrators or assigns the debt aforesaid and the interest thereon or such part thereof as may be due and the balance if any shall pay to the said Samuel M Pond his heirs executors administrators or assigns. But if the whole of the said debt and accruing interest shall be fully paid off and discharged to the said Rice B Pierce administrator of Peter S Pierce and his executors administrators or assigns on or before the 20th day of January 1830 so that no default of payment of the said debt be made then this indenture shall be void or else remain in full force and testimony whereof the parties to these presents have hereunto set their hands and seals this day and year first above written.

Witness
Robert B Rollings
James B Mollens
Moses M Kello

Samuel M Pond Seal
Arthur A Drewry Seal
P. H. Rollings Seal

Southampton County In the Clerk's Office the 18th day of December 1840

This deed of trust between Samuel M Pond of the first part Arthur A Drewry of the second part and Patrick H Rawlings of the third part was passed by the oath of Robert B Rollings James B Mollens Moses M Kello the witnesses thereto and admitted to Records
Table C, R, Co. was 1840

Read to This Indenture made this first day of December in the year one thousand eight hundred and Forty between Samuel M Pond of the first part A. A. Drewry of the second part and Patrick H Rawlings of the third part and all of the County of Southampton Whereas the said Arthur A Drewry is security to Robert Drewry and the said Samuel M Pond, in a forth-
ly? & delivered, coming, and executed this day to Richard Durand assignee of Sweet Senow who was assignee to A. A. Drewry Francis Senow for the sum of two hundred and eighty one dollars and fifty eight cents May 17/1841 and which the said Samuel M Pond is willing and desirous to secure. Now this Indenture