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by the said James Clayton the receipt whereof the said Thos. Hargrave doth hereby acknowledge hath granted bargained
and sold and by these presents doth hereby grant bargain and sell convey and make over unto the said James Clayton
and his heirs forever all his right and interest in the following property to wit. One bay mare & horse sold too
further beds and furniture One horse and cart and wheels one cow and two calves belonging to him the said
Thos. Hargrave To have and to hold with all the right and interest of the said Thos. Hargrave herein convey and
or intended to be conveyed to him the said James Clayton upon being thereto required by the aforesaid
James Clayton shall proceed to sell all the right and interest of the said Thos. Hargrave to the above named pro-
perty hereby conveyed or intended to be conveyed after advertising the time and place in the said County of
Southampton for ten days previous at some public house or store for cash and out of the money arising out
or from the said sale in the first place pay and satisfy all cost attending the said sale as well as the expenses
attending the said conveyance and then pay of the bond aforesaid with interest as well as all other monies
which may appear to be due and owing from the said Thos. Hargrave to the said James Clayton by means
of any dealings transfer of debt or paper whatsoever and the surplus if any pay to the said Thos. Hargrave
and the said Thos. Hargrave for himself his heirs Executors and administrators the right and title of
the said property herein conveyed unto the said James Clayton his heirs and assigns forever doth hereby war-
rant and defend against the lawful claim or claims of him the said Thomas Hargrave his heirs Execu-
tors and administrators and against all and every other person or persons whomsoever and the said James
Clayton on his part covenants and agrees that he will make sale of the right and interest hereby conveyed
for the best price he can obtain for the same after advertising the time and place for ten days previous
at some public house or store in the said County and with the money arising from the sale first pay
and satisfy all costs attending the same as well as the expense attending this conveyance and then pay off
the aforesaid bond and interest as well as all other monies which may appear to the said James Clayton
to be justly due and owing from the said Thos. Hargrave to the said James Clayton by
means of any dealings transfer of debt or paper whatsoever and then pay the surplus if any to the
said Thos. Hargrave and the said James Clayton on his part covenants and agrees that he will
release the said Thomas Hargrave from the obligation of this incumbrance upon the said Thomas
Hargrave paying him the amount of the aforesaid bond with interest as well as all other monies
which may be due and owing to him from the said Thos. Hargrave by means of any dealings
transfer of debt or paper whatsoever. In witness whereof the parties to these presents have
hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered }

In the presence of }

George W. Spivy

Thos. J. Brister

James Vick

Southampton County On the County Office the 18th day of January 1841

This deed of Trust between Thomas Hargrave of the first part James Clayton of the
second part and James C. Clayton of the third part was proved by the oath of George
W. Spivy Thos. J. Brister and James Vick the witnesses thereto and admitted
to Record

Thomas Hargrave *Teste*

James Clayton *Teste*

James C. Clayton *Teste*

Teste L. B. Edwards *clerk*