

and administrators or either of them shall on or before the first day of April next well and truly pay and discharge the above mentioned debt with the going interest thereon as he for himself his heirs executors and administrators doth covenant and promise to do then this bargain and sale to be void and of no effect but if default be made in the payment of said debt and in that case it shall be the duty of him the said John R Brals and he is hereby authorized and requires on his being thereunto called and requested in writing by the said James J Williams or his assigns and after having ascertained the time and place at least twenty days to proceed to sell at public auction for ready money the above mentioned property or so much of it as shall be sufficient to answer the purpose of this trust and out of the money so raised in the first place to pay and discharge the above mentioned debt with ^{its} interest or so much thereof as shall then be due and unpaid, and the overplus if any he shall pay over to him the said Joel Broadshaw his heirs or assigns. On Witnessing whereof the said Joel Broadshaw James J Williams and John R Brals have hereunto set their hands and seals this day and date first above written:

Witness
Dorsey his Drake
John his Senkings
John his Drake

Joel his Broadshaw *Joel*
James J Williams *James*
John R Brals *John*

Southampton County In the Clerk's office the 1st day of February 1941-

This deed of trust between Joel Broadshaw of the first part John R Brals of the second part and James J Williams of the third part was ~~passed~~ by the oath of Dorsey Drake John Senkings and John Drake the witnesses thereto and returned to Record

Wm L R Attorney lcl

Partlow

to

Griffin

Grand

This Indenture made this the 16th day of February in the year of our Lord one thousand eight hundred and Forty one between Thomas J Partlow trustee of the first part and Bennett S Griffin of the second part and Thomas Partlow of the third part. Whereas the said Bennett S Griffin on the 28th of November in the year of eighteen hundred and thirty seven in order to secure the payment of a certain sum of money to the aforesaid Thomas Partlow did by indenture of trust of that date convey to the said Thomas J Partlow his heirs executors of the tract of land whereon he now lives described in said deed of trust. and whereas since the execution and delivery of said deed of trust Bennett S Griffin hath paid to the said Thomas Partlow the sum of eighty two dollars and fifty cents which the said Thomas Partlow doth hereby acknowledge. Now this Indenture witnesseth that for the consideration aforesaid sum as well as for the further consideration of one dollar in hand paid by Bennett S Griffin to Thomas J Partlow at and before the executing and delivery of these presents the receipt whereof is hereby acknowledged they the said Thomas J Partlow with the assent and approbation of Thomas Partlow signified by being party to these presents and the said Thomas Partlow have granted bargained and sold, released confirmed and by these presents do grant bargain and sell release and confirm unto the said Bennett S Griffin all the estate right title interest claim and demand which the said Thomas J Partlow and Thomas Partlow have or hold in thirty acres of land; being part of the tract conveyed by the said Bennett S Griffin in deed of Trust to Thomas J Partlow to secure the payment of a certain sum of money thereon named to the said Bennett S Griffin his heirs executors administrators and assigns forever to the only purpose and behoof of the said Bennett S Griffin his heirs executors administrators and assigns forever and the said Thomas J Partlow and Thomas Partlow for themselves for their heirs & the above mentioned thirty acres of land unto the said Bennett S Griffin his heirs executors administrators and assigns against the claim of the said Thomas J