

Conveyed unto the said James Ellis his heirs, executors, administrators and assigns from
 to the only proper use and behoof of him the said James Ellis his heirs, executors, administrators or
 assigns forever and the said Miles Scarborough and Delilah his wife for themselves
 their heirs, executors, administrators or assigns doth hereby Covenant and agree to and with the said James
 Ellis his heirs, executors, administrators or assigns in manner and form following (to wit) that the said
 Miles Scarborough and Delilah his wife their heirs, executors, administrators or assigns doth hereby
 Lend and other property with its appurtenances unto the said James Ellis his heirs,
 executors, administrators or assigns against all and every person or persons whatsoever shall warrant and force
 defend by these presents. Upon trust nevertheless that the said James Ellis his heirs,
 executors, administrators or assigns shall permit the said Miles Scarborough and Delilah his wife
 to remain in peaceable and quiet possession of the said land and other property
 and have the profits thereof to their own use until default be made in the
 payment of the said sum of One hundred and two Dollars and seventy seven cents either
 in whole or in part and then upon this further trust that the said James Ellis his
 heirs, executors, administrators or assigns shall and will so soon after the happening of such default of payment as
 he the said John Weston his heirs, executors, administrators or assigns may request or direct
 sell the said land and other property before mentioned or such part thereof as the said
 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 a reasonable notice thereof by advertisement to be set up at three or more
 public places in the neighbourhood preceding to the day of sale and out of the
 monies arising from such sale after satisfying the charges thereof and all other expenses
 attending ^{such sale} pay to the discharge of said debt or any part thereof which may not have
 been paid and still remain unpaid and the balance if any shall pay to the said
 Miles Scarborough his heirs, executors, administrators or assigns but if the whole amount of said
 debt with its lawful interest shall be fully paid off and discharged on or before
 the first day of December in the year One thousand eight hundred and forty then
 this Indenture to be void else to remain in full force and virtue. In witness
 whereof the parties to these presents have hereunto set their hands and affixed
 their seals the day and year first above written.

Signed sealed and delivered

In the presence of }
 Reuben C. Wells

George J. Travis
 James J. Preford

Southampton County In the Clerk's Office the 5th day of April 1841

This deed of Trust between Miles Scarborough of the first part James Ellis of the second
 part and John Weston of the third part was proved by the oath of James J. Preford one
 of the witnesses thereto and having been before proved in the Clerk's office on the
 day of December 1840 by Reuben C. Wells and George J. Travis two other witnesses
 is submitted to Record

Teste L. R. Edwards, Ck

Miles Scarborough *Chas*
 James Ellis *Chas*
 John Weston *Chas*