

and costs that may accrue on said debt or from being injured in any way by the said
 securityships aforesaid for and in consideration of the premises and for the further conven-
 ience of the sum of One dollar to him the said James James in hand paid by the said
 James D Westbrook at and before the executing and delivery of these presents the receipt where-
 of is hereby acknowledged have given granted bargained sold and conveyed unto the said
 and by these presents doth give grant bargain sell and convey unto the said James D
 Westbrook and his assigns or representatives forever the following property to wit Eight
 hundred and thirty five and four tenths of an acre of land situate in the town of
 Southfield and containing stock of cattle horses say four head of horses stock of
 hay all the household and kitchen furniture of every description which be the said James
 James is now in possession of unto him the said James D Westbrook and his assigns
 of forever. And the said James James doth by these presents covenant and agree to
 and with the said James D Westbrook that he the said James James will well and
 truly warrant and defend the title of the aforesaid property unto him the said
 James D Westbrook unto to his representatives of forever against the claim of him
 the said James James his heirs &c. and against the claim and demand of all
 every other person or persons whatsoever. upon Trust nevertheless as follows (Viz)
 that the said James D Westbrook shall suffer the said James James to remain in
 quiet and peaceable possession of the aforesaid property until he may be instructed
 by the said Mark A James that he the said Mark A James is ready or about to
 suffer by the aforesaid securityships to the different notes named in this deed and
 upon such applications or instructions from the said Mark A James it is hereby
 agreed and lawful that the said James D Westbrook shall proceed to advertise at
 two or more public places by giving fifteen days public notice of the time and place
 of sale proceed to sell at public sale for cash at the residence of the said James James
 (called James Hill) all the property hereby conveyed or so much of it as will be sufficient
 to discharge the debts hereby secured or intended to be secured and out of the proceeds
 of such sale shall first pay and satisfy the costs of recording this deed and
 all legal costs attending the sale aforesaid then discharge and pay off all the
 debts hereby secured or intended to be secured and if any balance after paying
 the costs and the debts aforesaid should remain in the hands of the said James
 D Westbrook he doth bind that he shall pay the same over to the said James James or his
 order or to any person legally authorized by him to receive it. As witness whereof the
 parties to this deed have the day and date first above written signed sealed
 and acknowledged the same.

In presence of us -

Mr L. G. Carver

Allen S. Harrison

William A. Fay

Just L. McNamee

James James (S)
 James D. Westbrook (S)
 Mark A. James (S)

County of Southampton County Sent the Clerk's Office the 29th day of October 1881 -

This deed of trust between James James of the first part James D. Westbrook of the second part
 and Mark A. James of the third part was passed by the court of William A. Fay one of the judges of the
 and having been before passed on the 28th day of October 1881 by the judge Allen S. Harrison and
 Just L. McNamee two Justices of the peace there is ordered to Record -

Teste L. G. Carver