

James

to

Memoranda

Exam?

Account of James

Sales Recorded on account of the said security-ships by Conveying the property herein after mentioned into the said

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on 1st. look in Consideration of the premises and of the sum of One dollar to him by the said trustee in trust

after this

This Indenture made this fourteenth day of January in the year of Christ one thousand eight hundred and forty two between Samuel J. James of the first part, Littleton B. Edwards of the second part and Samuel B. Hines of the third part. Whereas the said Samuel B. Hines is desirous to secure the said Samuel J. James that is to say in a bond due Miss C. Lawrence for the sum of thirty five hundred dollars or thereabouts and a bond due John B. Lawrence for the sum of 2253. 75 pence due the 15th day of March 1841 and payable on day after date. And whereas the said Samuel J. James is desirous to secure and save himself the said Samuel B. Hines from all loss or damage which may be sustained on account of the said security-ships by Conveying the property herein after mentioned into the said Littleton B. Edwards. For Trust Now Therefore this Indenture witnesseth, that the said Samuel J. James in full consideration of the premises and of the sum of One dollar to him by the said trustee in trust paid the receipt whereof is hereby acknowledged have bargain and sold and sold conveyed and made over: and do by these presents bargain and sell confirm assign and make over unto the said Littleton B. Edwards his heirs Executors administrators or assigns the following property to wit One tract of Land lying in the Midway River containing 305 acres more or less, this the said James interest in the said slaves and Land of Nancy James and the Child of her deceased husband John James ~~estate~~ including the interest which the said Samuel J. James purchased of Miss J. Payne and Sally Payne his wife also the following slaves to wit: Negro man Henry boy Bob. Woman Mary and Girl Picky. To have and to hold the property above mentioned unto the said Littleton B. Edwards his heirs Executors administrators or assigns - For Trust and upon Condition nevertheless, that at any time hereafter whenever the said Samuel B. Hines his Execs or administrators shall request it shall be lawful for the said Littleton B. Edwards (or in case of his death for his legal personal representative lawfully authorized to act) make sale of the property aforesaid or so much thereof as may be necessary at public auction to the highest bidder for cash having first paid in the term and place of sale at his said discretion and given reasonable public notice thereof. And out of the proceeds in the first place to discharge all legal and usual costs and expenses attending the sale and the consequences; in the second place pay and satisfy the debt herein first recited to which the said Hines is security or reimburse the said Hines any amount he may have been compelled to pay in account of the said security-ships and the balance if any pay over to the said James - And the said Samuel J. James does hereby covenant with the said Littleton B. Edwards that he is possessed of and value of the sample in the property aforesaid; that he will forever warrant the same against all persons whatsoever. In Testimony whereof the said parties to these presents have hereunto set their hands and affixed their seals the day and year first written -

Signed sealed and delivered

In the presence of

Saml. J. James

L. B. Edwards

Saml. B. Hines

Southampton County In the Clerk's Office the 15th January 1842

This deed of trust between Samuel J. James of the first part Littleton B. Edwards of the second part and Samuel B. Hines of the third part was acknowledged by the said James, Edwards & Hines to be their act and deed and submitted to Record

Teste Augustus B. Hunt Secy.