

27  
Covenant and promise to do, that this bargain and sale to be void and of no effect but if a quiet shall  
be made in the payment aforesaid then and in that case it shall be the duty of him the said Jesse  
Drury and he is hereby authorized and required in his being thereunto called and requested in writing  
by the said James J. Williams or his assigns and after <sup>having</sup> waited the time and place of sale at least twenty  
days to proceed to sell at public auction for ready money the above mentioned property or as much  
of it as shall be sufficient to answer the purpose of this trust and the money so raised in the first  
place to pay and discharge the above mentioned debt with the interest thereon or as much as shall  
be then due and unpaid and the surplus if any he shall pay over to him the said James J. Williams  
his heirs or assigns - In Testimony whereof the said James J. Williams James J. Williams and Jesse  
Drury have hereunto set their hands and seals this day and date first above written -

Teste

John his former Creditor  
made  
James J. Williams Creditor  
Jesse Drury Creditor

Southampton County In the Clerk's office the 28<sup>th</sup> day of January 1852 -

This deed of Trust between John former of the first part Jesse Drury of the second part and  
James J. Williams of the third part was acknowledged by all the parties thereto and admitted to  
Record -

Teste L. R. Edwards C. C.

Branch  
to  
Branch of the County of Southampton of the first part and Thomas Partlow Sheriff of the said  
County of the second part witness that whereas the said Benjamin Branch is now confined in the  
Gaol of Southampton County by Virtue of two executions one in favour of E. & Briggs and A.  
J. Drury late Merchants &c. and one in favour of John Vick and the said Benjamin Branch  
being desirous of availing himself of the benefit of the insolvent Act. - Was therefore for and  
in consideration of the promises the said Benjamin Branch has granted conveyed and  
sold and by these presents does grant bargain and sell unto the said Thomas Partlow Sheriff  
of Southampton County aforesaid all that tract of Land in the County of Caldwell and  
State of Kentucky containing One hundred and fifty acres be the same more or less  
which was devised by the last will and Testament of Drury Senior to the said  
Benjamin Branch adjoining the lands of Lilliberry Nelson and others. To have and  
to hold the said tract of Land to him the said Thomas Partlow Sheriff &c. aforesaid  
for the purpose of paying and satisfying the executions in favour of E. & Briggs and  
A. J. Drury late partners &c. and John Vick as aforesaid - In Testimony whereof the  
said Benjamin Branch has hereunto set his hand and seal the day and year first above  
written -

Benjamin Branch Creditor

Schedule of property in addition to the land above mentioned One tract of Land lying  
in the County of Southampton containing 45 Acres One barrel mow 5 further beds and  
furniture 2 Cows 3 Sows and twenty five pigs Crop of Corn and fodder Sile Cops and worn  
butter pork Cider Cask horse Cart and wheels household and Kitchen furniture all  
is conveyed in a deed of trust to A. B. Bogart. all of my plantations &c. which  
is not conveyed

Benjamin Branch