

and whereas the said Mr. James & William & Nicholas is bound to a bond due Benjamin Griffin in the
sum of twenty two shillings and fifty pence bearing date on the 21st December 1842. And whereas
the said Thomas & James hath agreed to indemnify his said securities against all and every loss whatever
against the said security ships as well as to secure the payment of the debt aforesaid due the said
Nicholas & Schell and interest thereon with all charges attending the same or incurred by reason of the
promises by conveying the property herein after mentioned unto the said William R. Edwards for trust
unto Whose this Indenture Witnesseth that the said Thomas & James in consideration of the promises
and of the sum of One dollar to him by the said trustee in hand paid the receipt whereof is hereby
acknowledged the bargain and sold conveyed assigned and make over unto the said William R. Edwards his heirs and
assigns One certain tract or parcel of Land lying and being in the County of Southampton containing One
hundred and fifty acres more or less being a part of the tract of Land formerly belonging to Abel
Maddell - Also another tract or parcel of Land lying and being in the County aforesaid containing
Eight acres and 1/4 more or less and which the said James purchased of the Commissioners
appointed by a decree of the County Court of Southampton to sell the lands belonging to the Estates of
James Mellick and Martha Mellick which Eight acres and a fourth acre of Land has been
before conveyed in a previous deed of trust for the benefit of Nicholas & Schell and is still subject
to that deed - Do have and to hold the said tracts or parcels of Land and premises above mentioned
unto the said William R. Edwards his heirs Executors administrators and assigns - For trust and upon
Conditions nevertheless that at any time hereafter whenever the said William & Schell and Nicholas
& Schell or either of them or the Executors or administrators of either of them shall require the said
William R. Edwards (or in case of his death for his legal personal representative who is hereby
authorized to act) after giving reasonable public notice of the time and place of sale to sell the
aforesaid tracts of Land or so much thereof as may be necessary to the highest bidder for Cash
or upon such other terms as the parties may agree upon and out of the money arising from
such sale after paying all Costs and expensess attending the premises first pay the debt due
Richard Holcome for which the said Nicholas & Schell is alone security then the debt aforesaid for which
the aforesaid William & Nicholas & Schell are jointly security or such if any as may be re-
quired and then the debt aforesaid due the said Nicholas & Schell and the surplus if any pay
over to the said Thomas & James - And the said Thomas & James do hereby Covenant with the
said William R. Edwards that he is possessed of an estate of fee simple in the property aforesaid
that he will forever warrant the same against all persons whatsoever - For Testimony whereof the
said parties the hereunto set their names and affixed their seals the day and year first written -

Signed sealed and delivered

For the promise of

J. C. Jones *Ed*

W. R. Edwards *Ed*

N. M. Schell *Ed*

Wm. & Schell *Ed*

Southampton County For the Clerk Office the 17th day of July 1842

This deed of Trust between Thomas & James of the first part William R. Edwards of the
second part and Nicholas & William & Schell of the third part was acknowledged by
Thomas & James W. R. Edwards and William & Schell three of the parties thereto and having been
before acknowledged on the 20th June 1842 by Nicholas & Schell another party thereto is submitted to Record
Test Augustus H. Ward &c.