Together until the growing Crop is made when they shall after giving reasonable notice of time and place of sale sell all said property at public auction upon such terms and Conditions as they shall think best after consulting the Creditors of the said Hines in order to carry out the provisions of this deed provided the personal property is not sold on a longer credit than 12 months and the land on a longer credit than one two and three years and out of the proceeds pay in the first place all expenses attending the execution of this trust then in the second place all debts due to the Estate of James Rochelle in any way and all other debts for which that estate or Mrs. Martha Rochelle or John W Rochelle may in any way be bound for the said Hines – It being the intention of the said Hines that the said Estate and the said Martha Rochelle and the said John W Rochelle shall be saved harmless in all respects before any other debt due by the said Hines is paid – In the third place the said trustees shall pay all debts upon which Edwards Butts Thomas D Brown Nicholas Sebrell and George Blow are the securities of the said Hines as well as Alexander Peters debt of $250 borrowed money upon which no interest is charged – The said Hines considers himself under peculiar obligations to save these gentlemen – obligations which do not rest upon him in so great a degree in relation to other debts – In the fourth place the said trustees shall pay all other debts due from the said Hines – The said trustees in making sale of the ~~said~~ land shall have power to sell it all together or divide it in parcels as to them may seem best they shall also have power to do all and every thing necessary to save and get to market the growing Crop – In paying the Creditors in the order in which they are named they the said trustees shall have the power to deliver over the bonds in payment where the property is sold ~~upon~~ a credit – If the creditors refuse to receive the bonds the securities of the said Hines to such Creditors may receive them. But the said Hines does not by this Indenture acknowledge the Justice of any debt due to Mills & Lawrence either from him the said Hines or from Samuel T James for whom the said Hines was security – On the Contrary the trustees are instructed to oppose the recovery of all such debts either those on which suit is already instituted or those on which suits may be hereafter instituted and all expenses incurred in doing so shall be paid by them as expenses incurred in the execution of this trust – They are also instructed to resist the recovery of a debt due or held by the exchange Bank at Norfolk for upwards of $4000 upon which J W Rochelle is one of the securities unless the said Lawrence shall induce the said Bank to accept such an amount in payment thereof as the said trustees shall think proper to pay by way of Compromise but whatever is paid on this debt is to be first paid in order to save harmless J W Rochelle all the other Creditors of the said Hines must be wholly paid before any thing is paid to said Lawrence on any debt (except in order as above to save J W Rochelle) The reason of this is that the said Hines paid to said Lawrence high usury who afterwards violated all his promises and assurances – In Testimony whereof the said Hines Edwards and Gholson have this day and year above written set their hands and seals –

Saml. B Hines (Seal)
L R Edwards (Seal)
Thos. S Gholson (Seal)