

Dr. to This Indenture made this 30th day of July in the year of our Lord One thousand Eight hundred
 and forty two by and between Elias Drake of the County of Southampton and State of Virginia
 the first part Thomas Foyner of the same County and State of the second part and Matthew Mills
 the same County and State of the third part. Witness that whereas the said Elias Drake stands
 indebted to the said Thomas Foyner by the following bonds and notes duly executed under his
 hand and seal bearing date as follows. February 24th 1837 twenty six dollars and six
 Cents, August 12th 1839 thirty dollars and sixteen Cents, March 15th 1838 Eight dollars and
 six Cents, July 30th 1842 fifteen dollars and ninety three Cents, July 30th 1842 ten dollars
 and fifty Cents, by these presents in the same above mentioned
 demands from the said specified in the above bonds and notes heretofore mentioned and
 the further appearance and security of the aforesaid amounts it is agreed by the said Elias Drake
 and Thomas Foyner that a Conveyance in trust shall be made to the said Matthew Mills for the
 benefit of the said Thomas Foyner in case the said bonds and notes should not be punctually paid
 when demanded by the said Thomas Foyner. Now therefore this Indenture witnesseth that
 the said Elias Drake for and in consideration of the amounts above mentioned but
 more especially for and in consideration of one dollar to him in hand paid by the said
 Matthew Mills at or before the enrolling and delivery of these presents by the said Elias
 Drake hath bargained sold aliened released and Confirmed and by these presents
 himself his heirs Executors and administrators grant bargain and sell deliver make over
 and Convey unto the said Matthew Mills his heirs Executors and administrators the
 following property to wit his present Crop of Corn fodder and all other production
 belonging to his Crop one team horse one Cart and wheels one plough and all the
 farming utensils consisting of what they may Deventen heads of hogs one black or
 two hogs and furniture one loom one Table four Chairs and all other property belong-
 ing to the said Elias Drake be it what it may to the right and title and intent of
 him the said Matthew Mills of in and to the said property aforesaid to have
 and to hold the said property as above mentioned unto him the said Matthew Mills
 his heirs Executors and administrators - For trust nevertheless and upon this express
 Condition that if the said Elias Drake his heirs Executors and administrators
 shall punctually pay or Cause to be paid to the said Matthew Mills his heirs or assigns for the
 said Thomas Foyner the aforesaid amounts when they are due for as aforesaid the said
 Matthew Mills shall execute proper and legal release for the property hereby conveyed but if
 is agreed by the parties and it is declared to be the true intent and meaning of the
 parties to these presents and the said Matthew Mills covenants and agrees with the said
 parties hereto that in case the said Elias Drake his heirs Executors or administrators
 shall fail to make payments of the debt when due for agreeable to the tenor of the said
 bonds and notes aforesaid that the said Matthew Mills his heirs Executors and administrators
 shall at the request of the said Thomas Foyner his heirs assigns (in writing at any time after
 giving due notice not less than ten days and for each at public sale the aforesaid property
 above mentioned or so much thereof as will be sufficient to discharge the debt and interest
 aforesaid or whatever may be then due together with all expenses arising from such sale
 aforesaid and the over plus of the proceeds of the sale if any in his hands shall remain
 he shall pay over to the said Elias Drake his heirs Executors and administrators after paying of
 the following Claims for which the said Foyner is bound to Nathan Turner about two dollars