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Southampton County In the Clerk's office the 25th day of September 1842

This Power of attorney from Elizabeth P. Brown to Thomas Brown was acknowledged by the said Elizabeth P. Brown and admitted to Record -

State L. R. Edwards to be

Newson
Pettway's
Com?
This Indenture Tripartite, made and executed on this the fourth day of October in the year One thousand and eight hundred and forty two, by and between James S. Newson of the first part, Jesse Drury of the second part, and Henry Pettway of the third part, all of whom reside in the County of Southampton in the Commonwealth of Virginia. Witnesseth: that whereas the said Pettway hath heretofore become and now is security for the payment and satisfaction of four several debts which the said Newson justly owes, and which are affirmed and evidenced by four several writings obligatory executed by said Newson as principal and said Pettway as security; one whereof is executed in favor of John Hunnicutt as administrator of Daniel R. Butts deceased, and amounts on the face thereof to forty dollars; another whereof amounting on its face to thirty seven dollars and fifty cents, is payable to David R. Newson administrator of James S. Newson; another whereof amounting on its face to about thirty dollars, is payable to David Griggard administrator of John L. D. Asham deceased; and the last and fourth whereof, amounting to thirty dollars is payable to Thomas C. Jones; and whereas the said James S. Newson desires and by these presents designs to bear and save harmless the said Pettway, his heirs, executors and administrators, against and from all and any loss that said Pettway his heirs, executors or administrators may properly sustain by the failure of him the said James S. Newson his heirs, executors and administrators to pay the whole or any one or any part of the above mentioned debts affirmed and evidenced as aforesaid together with all interest that may accrue and be lawfully due thereon: Now be it the said James S. Newson in consideration of the premises and also of the further sum of one dollar to him in hand paid by the said Jesse Drury at and before the sealing and delivery of these presents, the receipt whereof the said James S. Newson doth hereby acknowledge hath granted bargained and sold, and by these presents doth grant bargain, sell and convey unto him the said Jesse Drury his heirs and assigns forever, the following personal property namely two horses, one bridle, one saddle, one horse cart and the two wheels thereunto belonging and all the decents and glass, and other articles of furniture now in his house (in the town of Jerusalem) of him the said James S. Newson. In Trust nevertheless and upon the express condition that he the said James S. Newson shall be allowed to keep and retain the full and peaceable use and possession of the above named personal property until the day, when the same may be sold by virtue of this indenture and also upon the further trust and condition that if by reason of his the said James S. Newson's failure to fully pay and satisfy each and every of the aforesaid debts and all interest lawfully due thereon or any one or part thereof he the said Pettway his heirs, executors or admrs. shall not be saved and freed from all and any of the same, then and in that event, upon the request of the said Pettway his heirs, executors or administrators and after giving notice to the public of the time, place and terms of sale for the space of ten days previous to the day of sale he the said Jesse Drury may and shall sell, at public auction to the highest bidder for cash, the aforesaid personal property or so much thereof as may be necessary to pay and satisfy all the just claim or claims, demand or demands, accruing by reason of his securityship aforesaid, and of the failure of him the said James S. Newson as aforesaid to him the said Pettway, his heirs, executors or admrs. and after satisfying all the costs of executing this Trust and all the just claim or claims, demand or demands aforesaid, out of the proceeds of such sale, should any surplus remain that he the said Jesse Drury shall pay over the same to him the said James S. Newson, his heirs, executors administrators or assigns, the testimony of all which the said parties of the first second and third parts, have hereunto set their hands and affixed their