

Declar.
To the Rochelle

property (to wit) The tract of land wherein he now lives containing one hundred acres
head of hogs, one hundred bl. Cows all his household and kitchen furniture & plantation
utensils. To have and to hold, the above named tract of parcel of land with the appurtenances
thereunto belonging together with the above named negroes & other property to him the said
James Magot, his heirs and assigns forever. In Trust nevertheless and for the following purposes
(to wit) Whereas the said Clement Rochelle has become and is now bound as security for the said
Benjamin Bunn in the following sums (to wit) one note executed to Patience Bunn due March
14th 1842 for the sum of Eighty four Dollars, one note due the 9th June 1841 to Jacob Barnes for
twelve dollars, one note executed to Benj. E. Harrison D. Pope due Sept. 27th 1842 for fourteen
dollars & 94 cents one note executed to Jacob Barnes the 30th Sept 1842 due the 1st day of Jan'y
1843 for two hundred & twelve dollars & 23^{cts} etc to a forthcoming or delivery bond taken by the
Sheriff upon an execution sent out of the Circuit Superior Court of Law & Chancery in favour of Rich^d
Darden against Benj. Bunn Edward Deaton & Matthew Vick, and also to another forthcoming
or delivery bond taken by the Sheriff upon an execution sent out of the said Court in favour
of Richard Darden against Mills A. Bunt & Benj. Bunn, and whereas the said Benj. Bunn is
justly indebted unto the said Clement Rochelle in the sum of thirty nine dollars, forty two cents
by bond dated the 13th day of January 1843, and on demand two days after date. Now for the
securing himself the said Clement Rochelle against all loss or damage as security to
the aforesaid claims, the said James Magot (Trustee) is hereby authorized empowered and
directed at any time after this day, upon the request of the said Clement Rochelle his Exor^r
administrators or assigns to advertise the said above named tract of land with the appurtenances
and the above named personal Estate either the whole or a part thereof for the space of
ten days, and at the expiration of which time to sell at publick auction the said
property to the highest bidder for Cash, and after paying all necessary
cost the balance to be applied to the payment of said debt and interest so due as aforesaid.
And it is further covenanted and agreed that if the proceeds of said sale shall
more than pay the said debt & interest and reasonable expenses & charges of said trustee
then the residue to be paid to the said Benjamin Bunn his Exor^r or administrators
or assigns. In Witness whereof we the parties aforesaid have hereunto set our hand
and seals, the day and date first above written

Witness

In Lth Bishop

Benj. T. Bassett

Miles Cook

Benjamin Bunn (Seal)

Clem. Rochelle (Seal)

James Magot (Seal)

Southampton County. In the Clerk's Office the 28th day of January 1843

This deed of trust between Benjamin Bunn of the first part Clem. Rochelle of the
second part and James Magot of the third part was acknowledged by all the parties
thereto & admitted to Record

Teste L. Edwards Clk