

confirmed and by these presents do grant bargain sell alien enfor<sup>d</sup> release & confirm  
to the said Benet Barrett his heirs and assigns forever the following named property  
To wit one tract of land lying and being in the County aforesaid and State of Virginia  
containing seventy six acres be the same more or less one bay Mare nine head of cattle  
thirteen head of sheep twelve head of hogs three feather beds and furniture. Six tables three  
chests three trunks one safe one clock one shot gun. one cart of wheels two plows and  
harrow ten plowshares three cultivators nine rush chairs three bee hives. four axes four weas  
hors. two grub hoes my ensuing crop together with all right title interest claim or  
demands of in and to the above described property hereby conveyed. To have and to hold  
the aforesaid property hereby conveyed unto him the said Benet Barrett trustee  
his heirs and assigns forever and the said Norfleet B. Cutler for himself his heirs  
exec<sup>d</sup> and adm<sup>r</sup> doth hereby covenant and agree to and with the said Benet Barrett  
Benet Barrett his heirs exec<sup>d</sup> and adm<sup>r</sup> and assigns that he will by these presents warrant and  
forever defend the right and title of the above mentioned property against the claim  
or demands of all and every person or persons whatsoever upon special trust notwithstanding  
to and for the following intents uses and purposes. That is to say that the said Benet  
Barrett trustee or his legal representative may and shall at any time upon default of  
payment of the aforesaid sum of Four hundred and ninety seven dollars and fifty  
cents or any part thereof being threats requealed by either parties or their legal representatives  
shall sell at publick auction all the aforesaid property hereby conveyed or so much  
thereof as will be sufficient to pay and discharge the above sum of four hundred and  
ninety seven dollars and fifty cents with the interest which may then be due and all  
the expenses attending these presents after giving legal notice of the time & place of such  
sale and the overplus if any pay to the said Norfleet B. Cutler or his legal representative  
but if the whole of the above sum shall be punctually paid off and discharged so that  
no default in payment of no part of the aforesaid sum be made then this indenture to  
be void and of non effect or else to remain in full force and virtue. In witness  
whereof the parties to these presents have hereunto set their hands and affixed their  
seals the day and year first above written

Witness

Norfleet B. Cutler *(Sig)*  
Benet Barrett *(Sig)*  
Goodwin Cutler *(Sig)*

Southampton County In the Clerks Office the 20<sup>th</sup> day of March 1843  
This deed of trust between Norfleet B. Cutler of the first part Benet Barrett of the  
second part and Goodwin Cutler of the third part was acknowledged by all the parties  
thereto and admitted to record

Teste G.R. Edwards *(Sig)*

Sheriff  
To  
Whitehead

My self I do certify make and entitl into this 20<sup>th</sup> day of March 1843 before  
William L. O'Neill Sheriff of the County of Southampton of the one part and Henry Whitehead  
of the other part. Whereas sometime since I named Wallace being in custody of the Sheriff  
aforesaid by virtue of an execution sued out of the Clerks Office of the Circuit Superior  
Court of Law and Chancery for Southampton in favor of Alfred S. Bailey adm<sup>r</sup> of  
James Scott dec<sup>d</sup> and having taken the oaths of an insolvent debtor did