

Ridley the following negroes, to wit. Hall, Cherry & child together with the future increase of Cherry, to the said Ridley his heirs & assigns forever. But in Trust nevertheless, and for the following purposes to wit. that whenever the said Securities William L Lundy and Jamlin Avant are likely to become sufferers by reason of the said securityships aforesaid then and in that case the said Ridley, his heirs or assigns whenever required by the said William L Lundy and Jamlin Avant their heirs, Executors or administrators, shall sell and dispose of in fee simple, at public auction to the highest bidder, for ready money, so much of the said lands and negroes, or so much as may be necessary to protect and save himself the said Securities as aforesaid and also pay and satisfy all costs and legal charges attending the execution of this trust. And hereupon the said Ridley shall convey & conveyances, shall out of the moneys arising from said sale pay over to the said W. L. Lundy and Jamlin Avant. Such an amount as may be necessary to answer and fulfill the purposes for which this trust was created, after deducting the costs of the sale and then pay over to the said Bird Lundy, his heirs Executors or assigns the balance of any, that may remain in his hands. This indenture is upon the further trust, that said Ridley shall permit the said Bird Lundy his heirs or assigns to retain the possession of said lands & negroes and receive the rents, tithes and profits of the same, to their own use, until a sale shall be made for the above mentioned purposes, he and they paying all taxes thereon, during the time of their so holding possession, and lastly this indenture is upon the further trust, that the said Ridley shall reconvey said land and negroes to said Bird Lundy his heirs & assigns when it is, ascertained, that no sale will be necessary for the purposes set forth in this indenture the said Bird Lundy his heirs & assigns paying the costs of said reconveyance. and the said Bird Lundy his heirs & assigns covenants with the said Ridley his heirs & assigns as follows. To warrant and defend the title to said land & negroes to the said Ridley his heirs & assigns against the claims and demands of all persons whatsoever to pay all taxes and charges on said land and negroes so long as he or they may hold possession of the same to deliver up the possession of said property whenever a sale is made under this indenture and do all other acts deemed necessary to complete the title to the same, to take due care of said property while the same remains in his possession and lastly to save the said Ridley from being damaged or sustaining any loss or injury in any way whatever, by all and faithful by executing the trusts herein created. In witness whereof the said Bird Lundy and the said Mr. Ridley have hereunto signed their names and affixed their seals on the day and year above written.

Byrd Lundy (Seal)

Witness

Augl. C. Bulle

Richard N. Williams

Southampton County

John Drury

In the Clerk's Office the 15th day of May 1848.

This Deed of Trust between Byrd Lundy of the first part Robert Ridley of the second part and Wm Lundy & Jamlin Avant, of the third part was proved by the oaths of John Drury & Augl. C. Bulle two of the trustees thereof. And in the Office the 19th day of June 1848. The said Deed was proved by the oath of Richard N. Williams the other witness thereto is admitted to Record.

Teste

J. R. Edwards Secy