

This Indenture made this first day of March in the year of our Lord one thousand eight hundred and forty three between Alfred Cobb of the first part of the said town of the second part and Randolph Fowler of the third part all of the County of Southampton and State of Virginia Notwithstand that aforesaid Alfred Cobb stands justly indebted to John Cobb by note for the sum of four hundred and twenty five dollars bearing aforesaid date with due presentment and return for the further appearance of the payment it is agreed by the party herein above named that a conveyance in trust shall be made to the said Randolph Fowler for the benefit of the said John Cobb of the said sum on the note aforesaid shall not be punctually paid with lawful interest thereon or before the first day of November next ensuing upon this indenture witnesseth that the said Alfred Cobb for and in consideration of the premises and for the sum above sum of one dollar to him in hand paid the receipt of which is acknowledged has bargained and sold and by these presents doth grant bargain and sell and set over unto the said Randolph Fowler his heirs and assigns fifty acres of land lying and being in the County of Southampton and bounded by Elihu Barton and others my servant in Major Harkins's lower right on horseback feather bed & junction on you all my stock of cattle and hogs one cow and whale attorney cap of country flocks together with all my house hold and kitchen furniture forming thereunto together And to hold the above granted and bargained premises with every of the appurtenances unto the said Randolph Fowler his heirs and assigns in trust forever and it is hereby declared to be the true intent and meaning of the premises that of the said Alfred Cobb shall punctually pay unto John Cobb his heirs or assigns the sum of four hundred and twenty five dollars and interest agreeable to the terms of the note to the said John Cobb then the said Randolph Fowler his heirs and assigns shall hold the said property above granted to the sole property and use and behoof of the said Alfred Cobb and the said Randolph Fowler executors and assigns with the party herein that if the said Alfred Cobb his heirs executors and administrators shall fail to make payment to the said John Cobb his heirs or assigns or or before the first day of November next ensuing the sum due on the said aforesaid that then the said Randolph Fowler his heirs and assigns shall at their expense of the above granted and bargained premises for the purpose following that is to say that the receipt of the said John Cobb his heirs executors administrators or assigns in the said Randolph Fowler his heirs executors administrators and assigns or either of them shall give ten days notice and date at publick date the above named property and shall pay the money arising therefore to the Justice Cobb his heirs executors and assigns so forth as shall be due and after satisfying the said interest and all the expenses arising or remaining from the sale within and shall pay the surplus money to the said Alfred Cobb or his assigns In witness whereof the parties have hereunto set their hands and seals the day and year first above written
Signed sealed and delivered
In the presence of us

Alfred Cobb *(seal)*
John Cobb *(seal)*
Randolph Fowler *(seal)*

Southampton County. In the Clerks Office the 1st day of July 1843.
This Deed of trust between Alfred Cobb of the first part John Cobb of the second part and Randolph Fowler of the third part was acknowledged by Alfred Cobb & John Cobb as of the parties thereto and admitted to Record.

Teste P A Edwards Esq