

or his assigns the debt above mentioned due him with the legal interest thereon then this Indenture to be null and void but in Case the said Hyezekiah Broadshaw his exec<sup>rs</sup> or assigns shall when required by the said Benjamin Butts his exec<sup>rs</sup> or assigns fail to pay the said debt and interest due thereon it shall at any time thereafter be lawful for the said Samuel Kells (or in case) his legal personal representatives who is hereby authorized to act: Upon the request of the said Butts his exec<sup>rs</sup> or assigns or assigns to make sale of the above mentioned property aforesaid and interest if any therefrom pay and satisfy the debt aforesaid due the said Butts or his exec<sup>rs</sup> or assigns as shall be agreed at the time and interest and the costs & expenses attending the said sale this Conveyance and the surplus if any pay over to the said Hyezekiah Broadshaw his exec<sup>rs</sup> or assigns or assigns. In Witness whereof the parties aforesaid have hereunto set their names & affixed their seals this day & year above written -

Hyezekiah <sup>his</sup> Broadshaw  
Samuel Kells <sup>and</sup>  
Benjamin Butts <sup>and</sup>

Southampton County in the Clerk's Office the 16<sup>th</sup> day of October 1843.

This deed of Trust Between Hyezekiah Broadshaw of the first part Samuel Kells of the second part and Benjamin Butts of the third part was acknowledged by said Broadshaw Kells two of the parties thereto and admitted to Record.

Filed J. R. Edwards & Co

*Rockells*  
*to*  
*Williams &*  
*Trustees*  
*of*  
*debtors*  
*2*  
*56 Receiv*  
*42*  
*322 in the*  
*last*

This Indenture made and entered into this 16<sup>th</sup> day of October in the year 1843 Between William L. Rockells of the first part William L. Bonds of the second part Nathl. J. Williams Benjamin B. Rivers Clement Rockells and the firm of Rivers & Pease of the third part all of the County of Southampton and State of Virginia: Witnesseth That whereas the said Nathl. J. Williams Benjamin B. Rivers Clement Rockells having become jointly Bound with the said William L. Rockells as his security to the following Bonds made payable to James B. Bryan (1843) one Bond for the sum of four hundred and sixty three dollars and twenty six Cents payable the 1<sup>st</sup> day of April 1844 with interest from the 1<sup>st</sup> of April 1843 and one other Bond made payable to the same for four hundred & sixty three dollars and twenty six Cents payable and on demand the 1<sup>st</sup> of April 1845 with interest from the 1<sup>st</sup> of April last, whereas the said Nathl. J. Williams Benjamin B. Rivers & Pease jointly enabled to the said firm of Rivers and Pease Merchants May 19<sup>th</sup> in the past sum of One thousand eighty six dollars & 76 Cents due by note bearing date the 16<sup>th</sup> day of October in the year 1843 and on demand the 1<sup>st</sup> day of January in the next following 1843 and the said W<sup>m</sup> L. Rockells being desirous and willing to secure and save himself from being held liable for paying or being injured in any manner by said Bonds in the Security of the said debt and due to the said Rivers & Pease the the said William L. Rockells hath granted Bargained and sold and by these presents doth grant Bargain and sell unto the said William L. Bonds his representatives do give one certain tract of land and improvements which he the W<sup>m</sup> L. Rockells lately purchased of W<sup>m</sup> D. Phillips as by and recd in the Clerk's Office of Southampton and there situated in the County of Southampton lying between the Tarzek Creek and Meherrin river containing by estimation seven hundred and forty two acres less the same more or less and bounded by the lands of George B. Leary et al. Williams and others the particular of which will more fully appear by reference to the deed from Phillips to the said W<sup>m</sup> L. Rockells together with all houses out houses and every other improvement attached to said land