Account of sales recorded Page 308 and Book 23 page 308

wise for and in Consideration of the premises as well as for the further Consideration of the sum of one dollar to them in hand paid by the said William P. Nicholl (the receipt whereof is hereby acknowledged,) have granted bargained & sold alienated enfeoffed & confirmed and by these presents do grant bargain & sell alienate enfeoff and confirm unto the said William P. Nicholl his heirs & assignees administrators & assigns the following tracts pieces or parcels of land situate lying and being in the County of Southampton near the town of Jerusalem shall as to any containing twenty and three fourths acres more or less another containing forty six & half acres more or less another containing twenty one acres more or less and another containing thirty acres more or less for a more particular description of the said several tracts pieces or parcels of land reference may be had to the deeds and records by Nicholas H. Williams & his father N. J. Williams of Nicholl to the said Samuel P. Nicholson bearing date the 28 day of July 1844 and recorded in Hustings in the Clerks Office of Southampton County on together with all and singular the privileges & appurtenances whatsoever to the said several tracts pieces or parcels of land or either of them belonging or in any wise appertaining also all Mines ore Pit & hole or spar accounts & Nat. Harrisons company supposed to be out thirteen dollars & 80 Cents and to hold the said several tracts or parcels of land & premises with the privileges and appurtenances whatsoever & thereto belonging unto him the said Wm P. Nicholl his heirs & assigns forever upon the following trust, and confidence, that if the said Samuel P. Nicholson shall fail to pay & discharge the debt aforesaid due Robert Mooring with the interest due thereon when thereto required by the said Mooring or shall fail to pay and discharge the debts aforesaid due the said Matthew A. Millhiser as they respectively become due & shall be the duty of the said William P. Nicholl (or in case of his death for his legal personal Representative duly authorized to act) at any time thereafter when thereto required by the parties aforesaid or either of them to make sale of the property aforesaid conveyed or such part thereof as shall be sufficient for the purpose at public auction to the highest bidder for cash having first set the time and place of sale and given reasonable public notice thereof in selling the aforesaid pieces or parcels of land they may be sold altogether or separately as the trustee shall deem best, and out of the Money arising from said sale and from the collection of the debts aforesaid conveyed, first pay and discharge all costs & expenses attending the said sale & this conveyance then pay & discharge the debts aforesaid due the said Robert Mooring & Matthew A. Millhiser or such of them as shall be unpaid at the time with the interest which may have accrued thereon and reimburse the said parties of the third part, either of them such sum as they may have paid as security under endorsing for the sum of payment and the balance of any fund due to the said Samuel P. Nicholson or his legal representatives And the said Samuel P. Nicholson & Mary his wife covenant with the said Wm P. Nicholl that they are seized of an estate in fee simple and that they will warrant and defend the same against all persons whatsoever. And the said Wm P. Nicholl on the first named with the other parties hereto that he will faithfully execute this trust hereby confided to him. Witnessing whereof the parties have hereunto set their hands and seals the day & year first aforesaid,

Signed sealed & delivered in presence of

Samuel P. Nicholson (Seal)
Mary P. Nicholson (Seal)
Wm P. Nicholl (Seal)
Wm A. Spencer (Seal)
Wm Coleman (Seal)

Southampton County to wit

We Jacob Thomas & Jesse Mizell Justices of the peace in the county

aforesaid on the state of the
Nicholson parties to the return
personally appeared before me
from her husband, and the
Nicholson acknowledged the
I delivered the same & that
of November 1844

Southampton County to
This Deed of Trust, bet
parts, & Wm A. Spencer &
of the parties thereto and
of the wife therein

Know All Men
Wm Nicholl Wm B. Bra
Briggs & Sofier Bra
on the first part, and fell
and being to be trustee
and administrator jointly
called the 30 day of
Hill Cundiff of
Knows the present that
under the seal of the
sheriff for the said Coun
therefore the said Samu
account for and pay the
and amounts accruing
accounts for and pay the
use of the commonwealth
change lively and faithfully
then the above obligation
Signed sealed and del
in open Court,

Knows
To
Cromwell

Also Court, Nell