Rochelle
To
Hundred &c
Exam.
Account Sales
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this Book

This Indenture Made and entered into this 21st day of January 1845
between William I Rochelle of the first part, James D Bergan of the second part,
Henry Hundred Nathaniel B Williams & Tarrapone & Rives of the third part. Whereas
the said William I Rochelle is justly indebted unto the Henry Hundred on the sum of one
hundred & Eighty dollars & Ninety one cents by bond bearing even date with these presents &
indebted unto Nathaniel B Williams in the sum of one hundred & fifty dollars by Note
bearing even date with these presents & are demandable one day after date also indebted by Note
executed to William D & Phillips dated the 7 day of November 1843 for the sum of two
hundred & seventy three dollars payable nine Months after date & which Note & Assignment &
also the said Rochelle is indebted to James D Bergan on the sum of Two Hundred &
Ninety one dollars Nineteen cents by Note bearing date with these presents & which Note
Henry Hundred & Nathaniel B Williams are themselves also the said Rochelle is indebted unto
William & Tidwell in the sum of two hundred & twenty three dollars & forty four cents by Note
dated the 23 day of September 1843 & which said Note Tarrapone & Rives is securely unto
Whereas the said Henry Hundred is one of the said Rochelle securities for the performance
of Martha B Rochelle and the said Wm I Rochelle being desirous of providing for the payment
of the aforesaid debts and of providing for the indemnity & security of his aforesaid securities
has agreed to convey the property hereinafter mentioned unto the said James D Bergan
in trust, to be sold for that purpose Now Therefore the said William I Rochelle in
for & in Consideration of the premises as of the sum of one dollar to him in hand paid by
the said James D Bergan, the receipt whereof is hereby acknowledged, hath granted bargained
& sold & by these presents does grant, bargain & sell unto the said James D Bergan, his heirs
forever three following property to wit, a certain tract or parcel of land lying & being in
Southampton County containing one hundred & sixty two acres more or less being the same tract
of land purchased of William D Phillips & wife also his two slaves Rochelle interest in the
sales of the slaves Negroes of Mary A Hicks formerly Day in other Days estate also
Negro Man Jacks boy Nelson 16 head of Hogs & head of sheep & head of cattle one Bales of
cotton & Boxes of Tobacco one Jack ass & further bids aforesaid together with all other kindred
as well as Kitchen furniture all my farming utensils 100 bales of corn 1000 the State pasture
& 2 stacks of oats 80 Bowes and to Rhodes the said tract of land aforesaid with
all appurtenances together with the aforesaid slaves & other personal property with the future
increase thereof unto him the said James D Bergan his heirs executors administrators & assigns
the only proper use & behoof of him the said James D Bergan his heirs & assigns
forever. Upon the following trusts, and confidence however that, if any time hereafter
when the creditors hereinbefore named of the said William I Rochelle & either of them shall
desire to collect their debts aforesaid or whenever the aforesaid securities of the said Rochelle
or either of them shall have removed & claim that they are likely to suffer on account of
their securityship, it shall be the duty of the said James D Bergan, (or in case of his
death for his legal personal Representatives hereby authorized to do) to make sale of the
property aforesaid at public auction to the highest bidder for cash having given notice of
said sale, place of sale &c, his own discretion and upon reasonable public notice thereof and on
the payment of sale after paying all expenses of said sale and the commissions first
the debts hereinbefore mentioned & intended to be secured and reimburse the aforesaid securities
such amounts as they may have to pay with interest thereon and the balance if any pay over
to the said Rochelle or any other person to whom &c. In Witness whereof the said parties
have hereto set their hands & affixed their seals the day & year first aforesaid.

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Southampton County
This Deed of Trust
second part &c Henry
& Rochelle Bergan

This Indenture
four William John W
& Peters of the third
Whereas the said John
fifteen hundred dollars
note on the same day
to secure a Deed
forementioned for the
Whitley the receipt
aforesaid grant, bargain
following Negro slaves
and Household together
how the said W Whitley
his heirs Executors
Deed, but the said
defeat the same if the
clause and covenants
W Whitley his heirs
aforesaid forthwith
default be made in
upon this further
such default, of payment
commissioners or agents
sufficient for the purpose
the town and place of
three Newspapers printed
in the town of the
vicinity of this aforesaid
attending the execution
the said debt aforesaid and
of any shall pay to the
debt aforesaid shall be
25th of January 1845
or else the same to
debt, then these

Tidder
To
Peters
Exam.