

for cash the said Shadr Sam and out of the money arising from the sale after having first paid the expense of sale and the execution of the bond pay to the said John M. Surley the money which he has paid William B. Shanks or its assigned execution and to Thomas S. Pridemore or the before mentioned bond and the balance if any pay to Josiah Manry. In testimony whereof the said parties to this present have hereunto set their hands and affixed their seals the day and year above written

signed sealed and delivered

Interpreters of

Southampton County in the Clerk's Office the 20th day of January 1849
This Bond of Trust between Josiah Manry of the first part, William B. Shanks of the second part and John M. Surley of the third part was acknowledged by said Manry and Shanks and admitted to Record

Josiah Manry
William B. Shanks

John S. R. Edwards cler

This Indenture made the 11th day of January in the year 1849 between Josiah Manry of the first part, William B. Shanks of the second part and Harding S. Mahon and others creditors of Josiah Manry of the third part. Witnesseth that whereas Manry Josiah Manry is justly indebted to Harding S. Mahon by bond for the sum of Eighteen hundred dollars to Zachariah Westland by bond for the sum of three hundred dollars and twenty six dollars to which Pittston R. Edwards and Henry S. Smith are sureties to James Wells by bond for the sum of one hundred dollars to which Pittston R. Edwards is surety to Davis Burnett by two bonds one for twenty one dollars and examined the other for eight hundred dollars to both of which Pittston R. Edwards is surety to Spradley P. Williams by bond for the sum of sixty eight dollars which debts together with all other debts owing by the said Josiah Manry to which Pittston R. Edwards Shanks may be his surety he is willing and desirous to secure the payment of "Now therefore this Indenture Witnesseth that for and in consideration of the promise and for the further consideration of one dollar to the said Josiah Manry we have paid at and before the sealing and delivery of this present by the said William B. Shanks the Receipt whereof is hereby acknowledged to the said Josiah Manry he gives granted bargain and sold and by these presents does give grant bargain and sell unto the said William B. Shanks the following property to wit: "All his household and kitchen furniture his stock of measure, tools and his and his wife's and boy man and cow and two calves, five head of hogs and hogs their hams, Spham and the wheat which he owns in the dove stable of Mrs. Elizabeth Adams the amount of which can be ascertained by reference to a book of Record in the Clerk's Office of Southampton County by Jordan Johnson to Josiah Manry" To have and to hold the said property to him the said William B. Shanks and his heirs forever. UPON TRUTH Nevertheless that the said William B. Shanks shall promise under seal that he shall remain in quiet and peaceable possession of the said property until default shall be made in the payment of any of the above mentioned debts then upon request made by any of the parties before named in this deed the said William B. Shanks shall after having given due notice of the time and place of sale by advertisement at the Court house door of Southampton County proceed to sell at public auction to the highest bidder for cash the property comprised in this deed and having first paid the expense of the sale and first then pay the debts before mentioned in this deed and all other debts to which Pittston R. Edwards may be the surety of the said Josiah